HYNES # 80-94-583-21

Doc#: 0524505142 Fee: \$32.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Cook County Recorder of Deeds
Date: 09/02/2005 11:08 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:
Hyde Park Bank & Trust
Company
Main Office
1525 E. 53rd Street
Chicago, IL 60615

FOR RECORDER'S USE ONLY

This Modification of Mortgage preparer by:

Wanda J. White, Loan Associate Flyde Park Bank & Trust Company 15/5 E. 53rd Street Chicago, IL 60615

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 1, 2005, is made and executed between LaSalle Bank National Association, not personally but as Trustee on behair of LaSalle Bank National Association, Successor Trustee to American National Bank of Chicago Trust Number 124358-06, whose address is 135 S. LaSalle Street, Room 2500, Chicago, IL 60603 (referred to below as "Grantor") and Hyde Park Bank & Trust Company, whose address is 1525 E. 53rd Street, Chicago, IL 60615 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 30, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

The Mortgage, which encumbers the Real Property described below, was recorded on as Document Number 0313633194 in the Recorder's Office of Cook County, Illinois and secures a Note dated April 30, 2003 in the original principal amount of ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$1,250,000.00) DOLLARS executed by Grantor and payable to Lender ("Note"). As of August 1, 2005, the unpaid principal amount of the Note is ONE MILLION ONE HUNDRED NINETY FIVE THOUSAND TWO SEVENTY THREE AND 70/100 (\$1,195,273.70) DOLLARS.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOTS 14 AND 15 AND THE WEST 8 FEET OF LOTS 4 AND 5 IN BLOCK 34 IN A SUBDIVISION OF LAND IN HYDE PARK "GROUND OF THE PRESBYTERIAN THEOLOGICAL SEMINARY OF THE NORTHWEST" ON RECORDED PLAT OF HYDE PARK, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12, AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5315-21 S. Cornell Avenue, Chicago, IL 60615. The Real

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MODIFICATION OF MORTGAGE

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(Continued)

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GRANTOR:

LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK OF CHICAGO TRUST NUMBER 124358-06

LASALLE BANK NATIONAL ASSOCIATION, not personally but as Trustee under that certain crast agreement dated 08-14-1998 and known as LaSalle Bank National Association, Successor Trustee to American National Bank of chicago Frust Number 124358-06.

Trust Officer

thorized Signer for LaSalle Eank Mational Association

LENDER:

HYDE PARK BANK & TRUST COMPANY

Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as with Truspoe. It is an areasily understood and agreed that all the warranties, indemnings. representations, coverants, undertakings and agreements regen made on the part of the Trustee are undertaken by it solely in its capacity as Trustee are not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, an lertaking or agreement of the Trustee in this instrument. Trustee in this instrument. SOM CO

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UNOFFICIAL CC MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT	
STATE OFCOOK_)) SS)
Public, personally appeared Claudio Kicci acknowledged said instrument to be the free and voluntary act and declared through its board of directors or otherwise, for the uses and pur that he or she is authorized to execute this said instrument and that	ed of the said Lender, duly authorized by the poses therein mentioned, and on oath stated
By Salielle R. Punett Residing Notary Public in and for the State of	ng at Chicago, Illinois
My commission expires 10 06 07	
LASER PRO Landing, Ver. 5.25.30.001 Copr. Harfand Financial Solutions, Inc. 1997, 2006. All Rights Reserved. • IL G:APP	CALPLIGZOLFC TR-1619 PR-36

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 54914 Page 4 TRUST ACKNOWLEDGMENT STATE OF ____Illinois)) SS COUNTY OF ____Cook) 2005 before me, the undersigned Notary August On this day of Harriet Denisewicz, Trust Officer of LaSalle Bank Public, personally appeared National Association , and known to me to be (axi) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust. located at bank/ Chicago Residinavatx Notary Public in and for the State of _____ My commission expires _____ LISA S. WILBURN NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 08/23/2006 C/ont/s Office

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UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

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Property tax identification number is 20-12-111-004-0000, 20-12-111-005-0000 and 20-12-111-013-0000

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

THE DEFINITION OF THE WORD "NOTE" ON PAGE 12 OF THE MORTGAGE IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING IS SUBSTITUTED IN ITS PLACE:

"NOTE. THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATED APRIL 30, 2003. IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,250,000.00 FROM GRANTOR TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT ("NOTE I") AND THE PROMISSORY NOTE DATED AUGUST 1, 2005 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$80,000.00 FROM GRANTOR TO LENDER TOGETHER WITH ANY RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT ("NOTE II"). THE INTEREST RATE ON NOTE I IS 5.500%. PAYMENTS ON NOTE I ARE TO BE MADE IN ACCURDANCE WITH THE FOLLOWING PAYMENT SCHEDULE: IN 59 REGULAR PAYMENTS OF \$7,738.64 EACH AND ONE IRREGULAR LAST PAYMENT ESTIMATED AT \$1,125,277.53. GRANTOR'S FIRST PAYMENT IS DUE JUNE 1, 2003, AND ALL SUBSEQUENT PAYMENTS ARE DUE ON THE SAME DAY OF EACH MONTH AFTER THAT. GRANTOR'S FINAL PAYMENT WILL BE DUE ON MAY 1, 2008, AND WILL BE FOR ALL PRINCIPAL AND ALL ACCRUED INTEREST NOT YET PAID. PAYMENTS INCLUDE PRINCIPAL AND INTEREST. THE INTEREST RATE ON NOTE II IS 6.00%. PAYMENTS ON NOTE II ARE TO BE MADE IN ACCORDANCE WITH THE FOLLOWING PAYMENT SCHEDULE: IN 32 REGULAR PAYMENTS OF \$519.73 EACH AND ONE IRREGULAR LAST PAYMENT ESTIMATED AT \$76,433.63. GRANTOR'S FIRST PAYMENT IS DUE SEPTEMBER 1, 2005 AND ALL SUBSEQUENT PAYMENTS ARE DUE ON THE SAME DAY OF EACH MONTH AFTER THAT. GRANTOR'S FINAL PAYMENT WILL BE DUE ON MAY 1, 2008, AND WILL BE FOR ALL PRINCIPAL AND ACCRUED INTEREST NOT YET PAID. PAYMENTS INCLUDE PRINCIPAL AND INTEREST. NOTE I AND NOTE I ARE INDIVIDUALLY AND COLLECTIVELY REFERRED TO IN THIS MORTGAGE AS "NOTE".".

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not valve Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or color credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 1, 2005.