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RECORDATION REQUESTED BY:

COLE TAYLOR BANK
MAIN CHICAGO/RETAIL
BANKING
1965 N. MILWAUKEE
AVENUE
CHICAGO, IL 60647



Doc#: 0534045052 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/06/2005 10:02 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Cole Taylor Bank
Loan Services
P.O. Box 88452 - Dept A
Chicago, IL 60680-8452

SEND TAX NOTICES TO:

Phillip A. Matson
1842 N. Leavitt Street
Chicago, IL 60647

FOR RECORDER'S USE ONLY

104092-C1LC-1

This Modification of Mortgage prepared by:

COLE TAYLOR BANK
COLE TAYLOR BANK
P.O. Box 88452 - Dept. A
Chicago, IL 60690

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 3, 2005, is made and executed between Phillip A. Matson (referred to below as "Grantor") and COLE TAYLOR BANK, whose address is 1965 N. MILWAUKEE AVENUE, CHICAGO, IL 60647 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 24, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded October 1, 2004 in the Cook County Recorder's Office as Document Number 0427541232 and an Assignment of Rents dated March 3, 2004 and recorded October 1, 2004 as Document Number 0427541233.

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

LOTS 40, 41 AND 42 IN BLOCK 11 IN PIERCE'S ADDITION TO HOLSTEIN, IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1838-1844 N. Leavitt Street, Chicago, IL 60647. The Real Property tax identification number is 14-31-311-035-0000.

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

The principal balance of the Promissory Note secured by the aforesaid Mortgage has been increased the date of this Modification of Mortgage from \$100,000.00 to \$150,000.00. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$300,000.00.

The interest rate to be applied to the outstanding account balance from time to time shall be at a rate of

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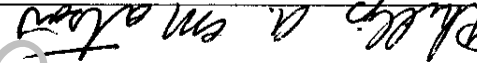
Authorized Signer

X 

COLE TAYLOR BANK

LENDER:

Phillip A. Matson

X 

GRANTOR:

2005.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 3,

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 waive 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 other 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 endorses 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.

6.95% per annum.

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 0001

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **Phillip A. Matson**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5th day of NOV, 2005.

By Sandra Rivera Residing at 1965 N Milwaukee

Notary Public in and for the State of Illinois

My commission expires 12/3/06



LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
 COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

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