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**RECORDATION REQUESTED BY:**

Devon Bank  
Chicago  
6445 N. Western Ave.  
Chicago, IL 60645



Doc#: 0603046002 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/30/2006 09:58 AM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

Devon Bank  
Chicago  
6445 N. Western Ave.  
Chicago, IL 60645

**SEND TAX NOTICES TO:**

Devon Bank  
Chicago  
6445 N. Western Ave.  
Chicago, IL 60645

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Vanessa Jackson, Commercial Lending Department  
Devon Bank  
6445 N. Western Ave.  
Chicago, IL 60645

## MODIFICATION OF MORTGAGE

*and not Individually*  
THIS MODIFICATION OF MORTGAGE dated December 14, 2005 is made and executed between Devon Bank Trust # 6592, whose address is 6445 N. Western Ave, Chicago, IL 60645 (referred to below as "Grantor") and Devon Bank, whose address is 6445 N. Western Ave., Chicago, IL 60645 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 12, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded 6-19-2003 as document number(s) 0317033030 and 0317033031 in the office of the Cook County Recorder of Deeds.

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

Lot 18 in Block 12 in Congdon's Ridge Addition to Roger's Park, being a Subdivision of the South 50 acres of the Southwest 1/4 of Section 30, Township 41 North, Range 14, East of the Principal Meridian (lying North of Indian Boundary Line), in Cook County, Illinois

The Real Property or its address is commonly known as 7237-7239 N. Ridge Avenue, Chicago, IL 60645. The Real Property tax identification number is 11-30-323-006-0000

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

This Mortgage is hereby reduced to \$643,072.40, AND PAYMENT AMOUNT MO. P & I CHANGED TO \$4610.<sup>55</sup> EFFECTIVE 1-1-06. J.H.

**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

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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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 14, 2005.

GRANTOR:

DEVON BANK TRUST # 6592 ~~and~~ not Individually

DEVON BANK, not personally but as Trustee under that certain trust agreement dated 03-13-2000 and known as Devon Bank Trust # 6592. ~~and~~ not Individually

By: Christina Simikoski  
 Christina Simikoski, Land Trust Officer of Devon Bank

LENDER:

DEVON BANK

X Lauren R. Hufman  
 Authorized Signer LAUREN R. HUFMAN

All representations and undertakings of DEVON BANK as trustee as aforesaid and not individually are those of the beneficiary only and no liability is assumed by or shall be asserted against the DEVON BANK personally as a result of the signing of this instrument.

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Escrow Agreement attached hereto and, made a part hereof.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 1583090200

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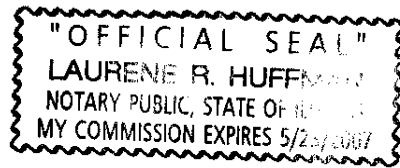
### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 14<sup>th</sup> day of December, 2005 before me, the undersigned Notary Public, personally appeared Christine Simikoski, Land Trust Officer of Devon Bank, and known to me to be an authorized trustee or agent 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 is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Laure R. Huffman Residing at \_\_\_\_\_  
 Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_



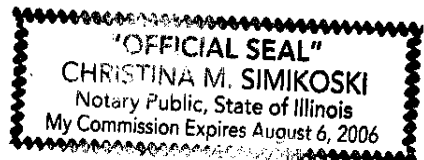
### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 14<sup>th</sup> day of December, 2005 before me, the undersigned Notary Public, personally appeared LAURENE R. HUFFMAN and known to me to be the AVP, 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 Christina M. Simikoski Residing at 6445 N Western  
 Notary Public in and for the State of Illinois

My commission expires 8/06/06



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Loan No: 1583090200

MODIFICATION OF MORTGAGE  
(Continued)

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## **EXCULPATORY RIDER**

**This instrument is executed by DEVON BANK, not individually but solely as Trustee as aforesaid. All the covenants and conditions to be performed hereunder by DEVON BANK are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against DEVON BANK by reason of any of the covenants, statements, representation, indemnification or warrants expressed or implied herein contained in this instrument.**

**It is expressly understood and agreed by every person, firm or corporation claiming any interest under this document that DEVON BANK, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release of any hazardous materials on, over, under, from, or affecting the property of the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any law suit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.**

**In the event of any conflict between the provision of this exculpatory rider and the provisions of the document of which it is attached, the provisions of this rider shall govern.**