

**UNOFFICIAL COPY**



Doc#: 0603141001 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/31/2006 09:26 AM Pg: 1 of 5

**RECORDATION REQUESTED BY:**

ShoreBank  
Chatham Banking Center  
7936 South Cottage Grove  
Avenue  
Chicago, IL 60619



**WHEN RECORDED MAIL TO:**

ShoreBank  
Chatham Banking Center  
7936 South Cottage Grove  
Avenue  
Chicago, IL 60619

**SEND TAX NOTICES TO:**

ShoreBank  
Chatham Banking Center  
7936 South Cottage Grove  
Avenue  
Chicago, IL 60619

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

J. Garcia  
ShoreBank  
7936 South Cottage Grove Avenue  
Chicago, IL 60619

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated December 22, 2005, is made and executed between Itasca Bank and Trust Company U/T/A #10502 dated August 25, 1987, not personally but as Trustee on behalf of Trust No. 10502 dated August 25, 1987, whose address is 308 W. Irving Park Road, Itasca, IL 60143 (referred to below as "Grantor") and ShoreBank, whose address is 7936 South Cottage Grove Avenue, Chicago, IL 60619 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 22, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recording No. 0327208137 and recorded on September 29, 2003.

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

PARCEL 1: THE EAST 9.28 FEET OF LOT 2 AND LOTS 3 AND 4 IN SUBDIVISION OF THE EAST 75 FEET OF THE SOUTHWEST 1/4 OF BLOCK 15 IN UNION PARK SECOND ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

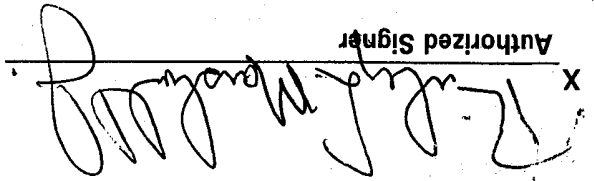
PARCEL 2: LOTS 1 TO 7 BOTH INCLUSIVE IN COUNTY CLERKS DIVISION OF THE SOUTH 1/2 OF BLOCK 15 IN UNION PARK SECOND ADDITION IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1532 West Fulton Street, Chicago, IL 60607. The

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SHOREBANK

Authorized Signer



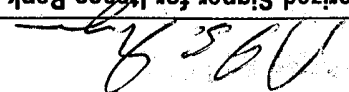
LENDER:

#10502 dated August 25, 1987 and not personally

Authorized Signer for Itasca Bank and Trust Company U/T/A

See Excursion/  
Rider Attached &  
Made an Express  
Part Of This Instrument

By:



#10502 dated August 25, 1987.

dated 08-25-1987 and known as Itasca Bank and Trust Company U/T/A

25, 1987, not personally but as Trustee under that certain trust agreement

ITASCA BANK AND TRUST COMPANY U/T/A #10502 DATED AUGUST

25, 1987 and not personally

ITASCA BANK AND TRUST COMPANY U/T/A #10502 DATED AUGUST

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 DECEMBER 22,

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 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.

The Mortgage has no expiration date.

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

Real Property tax identification number is 17-08-308-028, 029, 030, 031, 032, 033, 034 & 038.

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 397744

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 397744

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### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF DuPage )

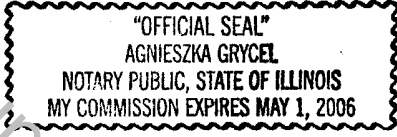
On this 22nd day of December, 2005 before me, the undersigned Notary Public, personally appeared David Gagen, Trust Officer

, and known to me to be (a) 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.

By Agnieszka Grycel Residing at 308 West Irving Park Rd

Notary Public in and for the State of Illinois

My commission expires May 1, 2006

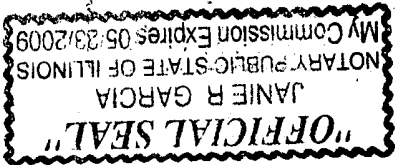


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My commission expires 5/23/09

Notary Public in and for the State of Illinois

By [Signature]

Residing at Illinois

On this 22<sup>nd</sup> day of December, 2005, before me, the undersigned Notary Public, personally appeared Willy Marshall Jr. and known to me to be the Commercial Lender 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.

STATE OF Illinois  
COUNTY OF Cook

## LENDER ACKNOWLEDGMENT

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## EXCULPATORY RIDER

This instrument is executed by *Itasca Bank & Trust Co.*, as Trustee under the provisions of a Trust Agreement dated, August 25, 1987 and known as **Trust Number 10502**, and not personally but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust, and Itasca Bank & Trust Co., warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Itasca Bank & Trust Co., in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against Itasca Bank & Trust Co., on account of any representations, warranties (including, but not limited to any representations and/or warranties regarding potential and/or existing hazardous waste) covenants, undertakings and agreements contained in the instrument (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including, any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste law) hereunder being specifically limited to the trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any cost, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument shall be construed as only a right of redemption out of the assets of the trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempt; nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.