

# UNOFFICIAL COPY



Doc#: 0604534035 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/14/2006 09:15 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:  
INTERSTATE BANK  
ATTN: LOAN DEPARTMENT  
15533 S. CICERO AVENUE  
OAK FOREST, IL 60452

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
ROBERTA MITCHELL (LOAN #6789500-9002)  
Interstate Bank  
15533 S. Cicero Avenue  
Oak Forest, IL 60453

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 28, 2005, is made and executed between Interstate Bank, not personally but as Trustee, U/T/A dated 9/24/2004, A/K/A Trust #04-390, whose address is 15533 S. Cicero Avenue, Oak Forest, IL 60452 (referred to below as "Grantor") and INTERSTATE BANK, whose address is 15533 S. CICERO AVENUE, OAK FOREST, IL 60452 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 12, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with the Cook County Recorder on November 19, 2004 as Document No. 0432433194.

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

See ADDENDUM "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1604 & 1610 W. Augusta, Chicago, IL 60622. The Real Property tax identification number is 17-06-420-030-0000 & 17-06-420-031-0000.

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

**This Modification of Mortgage is executed for the purpose of increasing existing Interstate Bank Lien Amount to \$1,215,000.00.**

**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

BOX 334 CTT

Property of Cook County Clerk's Office

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C. J. S. &

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 6789500-9002


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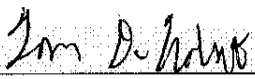
Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based 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 28, 2005.**

**GRANTOR: SUBJECT TO THE EXCULPATORY PROVISIONS ATTACHED HERETO AND MADE A PART OF.**

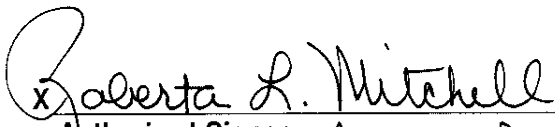
**INTERSTATE BANK, AS TRUSTEE, U/T/A DATED 9/24/2004, A/K/A TRUST #04-390**

By:   
Authorized Signer for Interstate Bank, as Trustee, U/T/A dated 9/24/2004, A/K/A Trust #04-390 President & Trust Officer

By:   
Authorized Signer for Interstate Bank, as Trustee, U/T/A dated 9/24/2004, A/K/A Trust #04-390 Vice President

**LENDER:**

**INTERSTATE BANK**

x   
Authorized Signer Asst VP

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## MORTGAGE/TRUST DEED EXONERATION RIDER

This Mortgage/Trust Deed is executed by Interstate Bank, not personally but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that nothing contained in this Mortgage/Trust Deed or in any related Note shall be construed as creating any liability on the Trustee or on Interstate Bank personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by the Mortgagee/Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and Interstate Bank personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, or in the manner provided herein or in said Note or by action to enforce the personal liability of the guarantor, if any. In the event of conflict between the terms of this Rider and the Mortgage/Trust Deed on any question of liability or obligation resting upon said Trustee, the terms of this Rider shall control.

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 6789500-9002

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### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 28th day of December, 2005 before me, the undersigned Notary Public, personally appeared Andrew E. Tinberg and Tom DeRobertis, President and Trust Officer and Vice President of Interstate Bank, and known to me to be an 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 Rita F. Walker Residing at Ginley Park, IL

Notary Public in and for the State of Illinois

My commission expires 7-23-06



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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 28<sup>th</sup> day of December, 2005 before me, the undersigned Notary Public, personally appeared Roberta L. Mitchell and known to me to be the Asst VP, 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 Deborah A. Cassata Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 9-14-09



CLERK'S OFFICE OF COOK COUNTY

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## ADDENDUM "A"

ALL UNITS IN THE 1604-1610 W. AUGUSTA BOULEVARD CONDOMINIUMS, EXCEPT UNIT 1610-2E, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

### PARCEL 1:

LOT 2 (EXCEPT THE WEST 25.57 FEET THEREOF) IN LIEBERMAN'S SUBDIVISION THE NORTH 14.34 FEET OF LOT 4 AND ALL OF LOTS 5, 6 AND 35 IN THE SUBDIVISION OF BLOCK 9 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOT 1, 2 AND 4 (EXCEPT THE NORTH 14.34 FEET OF SAID LOT 4 AND EXCEPT THE WEST 25.57 FEET OF SAID LOTS 1, 2, AND 4) IN THE SUBDIVISION OF BLOCK 9 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THAT PART LYING EAST OF A LINE 50.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 6). IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE WEST 25.57 FEET OF LOT 2 AND ALL OF LOT 3 IN LIEBERMAN'S SUBDIVISION OF THE NORTH 14.34 FEET OF LOT 4 AND ALL OF LOTS 5, 6 AND 35 IN THE SUBDIVISION OF BLOCK 9 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 25.57 FEET OF LOTS 1, 2, AND 4 (EXCEPT THE NORTH 14.34 FEET OF SAID LOT 4) IN THE SUBDIVISION OF BLOCK 9 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-06-420-030-0000 & 17-06-420-031-0000