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RECORDATION REQUESTED BY:
COLE TAYLOR BANK
COMMERCIAL BANKING
GROUP
111 W. WASHINGTON
CHICAGO, IL 60602

Doc#: 0624341134 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/31/2006 12:58 PM 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:
Benjamin Munoz
4514 West Parker
Chicago, IL 60639

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
COLE TAYLOR BANK
COLE TAYLOR BANK
P.O. BOX 88452 - DEPT. A
CHICAGO, IL 60680

2070202 Accor / mtcml / km

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 28, 2006, is made and executed between Benjamin Munoz (referred to below as "Grantor") and COLE TAYLOR BANK, whose address is 111 W. WASHINGTON, CHICAGO, IL 60602 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 18, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded March 16, 2005 in the Cook County Recorder's Office as Document Number 0507514062 and an Assignment of Rents dated February 18, 2005 and recorded March 16, 2005 in the Cook County Recorder's Office as Document Number 0507514063 and modified by Modification of Mortgage dated January 27, 2006 and recorded March 7, 2006 in the Cook County Recorder's Office as Document Number 0606645099.

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

LOT 11 IN BLOCK 2 IN ALVA TROWBRIDGE AND OTHERS SUBDIVISION OF THE EAST 19 ACRES OF THE WEST 38 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1932 N. Whipple Street, Chicago, IL 60647. The Real Property tax identification number is 13-36-302-034-0000.

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 \$1,145,000.00 to \$1,297,000.00. 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 \$2,594,000.00.

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The definition of the Note within the Mortgage is hereby modified to mean the follow:

A Promissory Note dated February 18, 2005, in the original principal amount of \$610,000.00 as modified, extended and/or increased from time to time, and a Promissory Note dated January 27, 2005, in the original principal amount of \$250,000.00, increased to \$450,000.00 as of January 27, 2006, as modified, extended and/or increased from time to time, and a Promissory Note dated July 20, 2005, in the original principal amount of \$85,000.00 as modified, extended and/or increased from time to time, and a Promissory Note dated August 28, 2006, in the original principal amount of \$152,000.00 as modified, extended and/or increased from time to time, all from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the Promissory Note(s) or Agreement(s) not yet paid.

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.

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 28, 2006.

GRANTOR:

x Benjamin Munoz
Benjamin Munoz

LENDER:

COLE TAYLOR BANK

x Nelinda A. Belanger
Authorized Signer

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INDIVIDUAL ACKNOWLEDGMENT

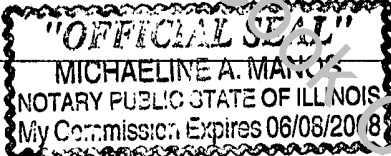
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **Benjamin Munoz**, 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 29TH day of AUGUST, 2006.

By Michaeline A. Manos Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires _____


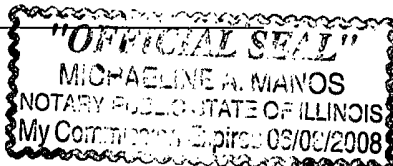
LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 29TH day of AUGUST, 2006 before me, the undersigned Notary Public, personally appeared DEONDA L. BELANGER and known to me to be the V.P., 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 Michaeline A. Manos Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires _____


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