

# UNOFFICIAL COPY



Doc#: 0625420144 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/11/2006 08:53 AM Pg: 1 of 3

**RECORDATION REQUESTED BY:**

First Commercial Bank  
6945 N Clark Street  
Chicago, IL 60626

**WHEN RECORDED MAIL TO:**

First Commercial Bank  
6945 N Clark Street  
Chicago, IL 60626

**SEND TAX NOTICES TO:**

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Voula Germanakou, Loan Administrative Assistant  
First Commercial Bank  
6945 N Clark Street  
Chicago, IL 60626

CHICAGO TITLE LAND TRUST COMPANY is successor Land Trustee to LaSalle Bank National Association and all references within this *MODIFICATION OF MORTGAGE* document to LaSalle Bank National Association shall be deemed to mean CHICAGO TITLE LAND TRUST COMPANY as Successor Trustee ✕

123292

## MODIFICATION OF MORTGAGE

CHICAGO TITLE LAND TRUST COMPANY  
181 WEST MADISON, 17<sup>TH</sup> FLOOR  
CHICAGO, ILLINOIS 60602

THIS MODIFICATION OF MORTGAGE dated September 1, 2003, is made and executed between LaSalle Bank National Association, successor trustee to LaSalle Northwest National Bank f/k/a Northwest National Bank, as Trustee u/v/a dated May 8, 1978 and known as Trust Number 4663, whose address is ~~4747 W. Irving Park Road, Chicago, IL 60641~~ (referred to below as "Grantor") and First Commercial Bank, whose address is 6945 N Clark Street, Chicago, IL 60626 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 1, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated December 01, 2003 and recorded December 09, 2003 as document 0334346018 with the Cook County Recorder of Deeds of Illinois.

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

LOTS 16 AND 17 IN BLOCK 28 IN WALKER SUBDIVISION OF BLOCKS 1 TO 31 IN W. B. WALKER ADDITION IN THE SOUTHWEST 1/4 OF SECTION 14, 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 4052-54 N. Elston Ave, Chicago, IL 60618. The Real Property tax identification number is 13-14-331-024-0000.

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

1. A subsequent principal amount will be made on the Promissory Note dated December 01, 2003 in the original principal amount of \$200,000.00, secured by the Mortgage, executed by Grantor to Lender (hereinafter referred to as "Note") increasing the total indebtedness secured by the Mortgage to \$350,000.00

314

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 11604062

Page 3

### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared

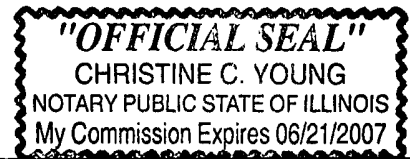
JOSEPH F. SOCHACKI AS OFFICER OF CHICAGO TITLE LAND TRUST COMPANY

, 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 [Signature] Residing at CHICAGO TITLE LAND TRUST COMPANY  
181 WEST MADISON, 17<sup>TH</sup> FLOOR  
CHICAGO, ILLINOIS 60602

Notary Public in and for the State of Illinois

My commission expires 6-21-09



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF COOK )

On this 29<sup>th</sup> day of August, 2006 before me, the undersigned Notary Public, personally appeared Jack W. Crave and known to me to be the Senior Vice President 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 [Signature] Residing at Des Plaines

Notary Public in and for the State of Illinois

My commission expires 02-24-2009



# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

Loan No: 11604062

(Continued)

Page 2

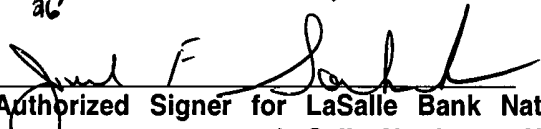
- 2. Change interest rate from 6.75% fixed to 8.75% fixed
- 3. All other terms and conditions remain the same.

**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 endorser 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 SEPTEMBER 1, 2006.**

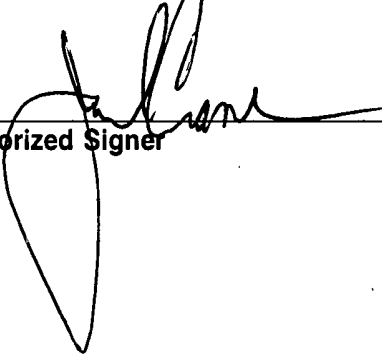
**GRANTOR:  
CHICAGO TITLE LAND TRUST COMPANY  
AS SUCCESSOR TRUSTEE TO**

**LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO  
LASALLE NORTHWEST NATIONAL BANK F/K/A NORTHWEST NATIONAL  
BANK, AS TRUSTEE U/T/A DATED MAY 8, 1978 AND KNOWN AS TRUST  
NUMBER 4663-00. and not personally**

By:   
Authorized Signer for LaSalle Bank National Association,  
successor trustee to LaSalle Northwest National Bank f/k/a  
Northwest National Bank, as Trustee u/t/a dated May 8, 1978  
and known as Trust Number 4663-00 and not personally

**LENDER:**

**FIRST COMMERCIAL BANK**

X   
Authorized Signer

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, and such personal liability, if any, being expressly waived and released.