

# UNOFFICIAL COPY



**RECORDATION REQUESTED BY:**

State Bank of Countryside  
6734 Joliet Road  
Countryside, IL 60525

Doc#: 0629233034 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/19/2006 07:47 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

State Bank of Countryside  
6734 Joliet Road  
Countryside, IL 60525

**SEND TAX NOTICES TO:**

Chicago Title Land Trust  
Company, as Successor to  
LaSalle Bank National  
Association, a/t/u/t Agreement  
dated April 27, 2005, a/k/a  
Trust Number 134274, not  
personally

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:  
Maryam T. Ngitami, Commercial Loan Assistant  
State Bank of Countryside  
6734 Joliet Road  
Countryside, IL 60525

C.T.I./CY

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## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 10, 2006, is made and executed between Chicago Title Land Trust Company, not personally but as Trustee on behalf of Chicago Title Land Trust Company, as Successor to LaSalle Bank National Association, a/t/u/t Agreement dated April 27, 2005, a/k/a Trust Number 134274, not personally (referred to below as "Grantor") and State Bank of Countryside, whose address is 6734 Joliet Road, Countryside, IL 60525 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 9, 2004 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Construction Mortgage in the amount of \$2,060,000.00 dated September 9th, 2004 and recorded on September 28th, 2004 as document number 0427242050.

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

PARCEL1: UNITS 2A, 3A, 1B, 2B IN THE 4646-50 WINTHROP COMMONS CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE SOUTH 9 FEET OF LOT 3 AND LOTS 4 TO 6 IN THE SUBDIVISION OF LOTS 172 TO 180 IN WILLIAM DEERING SURRENDEN SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0607234014, AS AMENDED, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL

BOX 223-CTI

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**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE****(Continued)**

Loan No: 912915099-5

Page 2

IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4648-50 N. WINTHROP AVENUE, CHICAGO, IL 60640. The Real Property tax identification number is 14-17-209-020-0000; 14-17-209-021-0000; 14-17-209-022-0000; 14-17-209-023-0000.

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

**Increasing, Extending, and Modification of Existing Construction Mortgage on 4648-50 N. Winthrop, Chicago IL. Increasing the Loan Amount to a total Loan Commitment of \$1,000,000.00.**

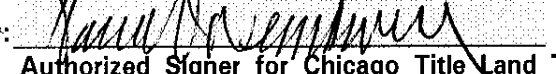
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 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 10, 2006.**

**GRANTOR:**

(See reverse side for the Exculpatory Provision of Chicago Title Land Trust Company)

**CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TO LASALLE BANK NATIONAL ASSOCIATION, A/T/U/T AGREEMENT DATED APRIL 27, 2005, A/K/A TRUST NUMBER 134274, NOT PERSONALLY**

By:  Trust Officer  
Authorized Signer for Chicago Title Land Trust Company, as  
Successor to LaSalle Bank National Association, a/t/u/t  
Agreement dated April 27, 2005, a/k/a Trust Number 134274,  
not personally

ATTESTATION NOT REQUIRED PURSUANT TO

CORPORATE BYLAWS

By: \_\_\_\_\_  
Authorized Signer for Chicago Title Land Trust Company, as  
Successor to LaSalle Bank National Association, a/t/u/t  
Agreement dated April 27, 2005, a/k/a Trust Number 134274,  
not personally

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Property Clerk's Office

Notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are nevertheless each and every one of them made and intended for the purpose of binding only that portion of the trust property specifically described in the instrument, and that no personal warranties, indemnities, representations, covenants, undertakings and agreements are made or intended upon it, and that no personal liability or personal responsibility shall be imposed or assumed or otherwise against said Trustee not in its own right, but solely in its capacity as Trustee, and that the Trustee shall not be held liable for any loss or damage or any claim or demand or any expense or cost or any other liability or personal responsibility of any kind, nature, or character, arising out of or from the instrument contained, either expressed or implied, represented, or otherwise, in any way, in any manner, and released, all such personal liability, responsibility, and expense, cost, or damage, and released.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 912915099-5

Page 3

LENDER:

STATE BANK OF COUNTRYSIDE

X \_\_\_\_\_  
Authorized Signer

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 27th day of September, 2006 before me, the undersigned Notary Public, personally appeared Harriet Denisewicz, Trust 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 Nancy A. Carlin corporation/ Residing at 181 West Madison Street 17th FL  
Chicago

Notary Public in and for the State of Illinois 60602

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

