

# UNOFFICIAL COPY



0632241156

**RECORDATION REQUESTED BY:**

1st Equity Bank  
3956 West Dempster St  
Skokie, IL 60076

Doc#: 0632241156 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/20/2006 09:19 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

1st Equity Bank  
3956 West Dempster St  
Skokie, IL 60076

**SEND TAX NOTICES TO:**

CHICAGO TITLE LAND TRUST  
CO. SUCCESSOR TRUSTEE as  
Trustee under Trust  
Agreement Dated December  
24, 1981 as Trust Number  
10-39522-09  
5215 OLD ORCHARD RD  
SKOKIE, IL 60076

**FOR RECORDER'S USE ONLY**

83352915 lot 1

This Modification of Mortgage prepared by:

Don Carl  
1st Equity Bank  
3956 W. Dempster  
Skokie, IL 60076

## MODIFICATION OF MORTGAGE

CHICAGO TITLE LAND TRUST COMPANY

THIS MODIFICATION OF MORTGAGE dated June 14, 2006, is made and executed between ) not personally but as Trustee on behalf of CHICAGO TITLE LAND TRUST CO. SUCCESSOR TRUSTEE as Trustee under Trust Agreement Dated December 24, 1981 as Trust Number 10-39522-09 (referred to below as "Grantor") and 1st Equity Bank, whose address is 3956 West Dempster St, Skokie, IL 60076 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 14, 2006 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**FILING DATE MAY 26, 2006 AS DOCUMENT #0614633046 IN THE RECORDS OF THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS.**

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

LOT 6 IN BLOCK 3 IN ARGYLE, A SUBDIVISION INT SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5107 N KENMORE, CHICAGO, IL 60640. The Real Property tax identification number is 14-08-402-005-0000.

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

**GRANTOR HAS REQUESTED AND RECEIVED A PRINCIPAL INCREASE OF \$250,000.00 AND AN EXTENSION OF MATURITY. THE TOTAL INDEBTEDNESS IS \$2,707,119.00. EVIDENCED BY A SEPARATE NOTE DATED 6/14/06, MATURING 6/14/07.**

**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

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(Continued)**

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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 JUNE 14, 2006.**

GRANTOR:

**CHICAGO TITLE LAND TRUST CO. SUCCESSOR TRUSTEE AS TRUSTEE  
UNDER TRUST AGREEMENT DATED DECEMBER 24, 1981 AS TRUST  
NUMBER 10-39522-09 and not personally**

By: 

Authorized Signer for CHICAGO TITLE LAND TRUST CO.  
SUCCESSOR TRUSTEE as Trustee under Trust Agreement  
Dated December 24, 1981 as Trust Number 10-39522-09 and not personally

LENDER:

1ST EQUITY 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 nor 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, all such personal liability, if any, being expressly waived and released.

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## MODIFICATION OF MORTGAGE

(Continued)

### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

On this 1st day of November, 2006 before me, the undersigned Notary Public, personally appeared

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

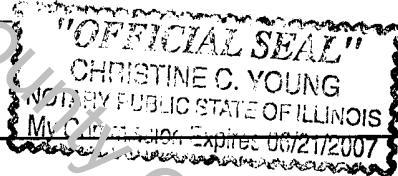
, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and 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 6-21-07



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 14th day of June, 2006 before me, the undersigned Notary Public, personally appeared Conrad R. Griffin and known to me to be the 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 3954 W. Dempster  
Stokely IL 60074  
 Notary Public in and for the State of Illinois  
 My commission expires 7/27/09



Cook County Clerk's Office