## **UNOFFICIAL COPY**



Doc#: 0727749113 Fee: \$32.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 10/04/2007 02:03 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:
RAVENSWOOD BANK
LOAN SERVICING DEPT.
2300 W. LAWRENCE AVENUE
CHICAGO, IL 60625-1914

REPUBLIC TICLE CO.

FOR RECORDER'S USE ONLY

R97034

This Modification of Mortgage property.

MIRIAM MARTINEZ, AVP

RAVENSWOOD BANK, FORMERLY KNOWN AS COMMUNITY BANK OF RAVENSWOOD

2300 WEST LAWRENCE AVENUE CHICAGO, IL 60625-1914

CHICAGO TITLE LAND TRUST COMPANY
 AS SUCCESSOR TRUSTEE TO

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 1, 2007, is made and executed between LaSalle Bank National Association, Successor Trustee to American National Bank and Trust Company of Chicago, National Banking Association, not personally but as Truster under the provision of a certain Trust Agreement dated June 1, 1998, and known as Trust Number 124193-08, whose address is 135 S. LaSalle Street, Chicago, IL 60603 (referred to below as "Grantor") and RAVENSWOOD BANK, FORMERLY KNOWN AS COMMUNITY BANK OF RAVENSWOOD, whose address is 2300 WEST LAWRENCE AVENUE, CHICAGO, IL 60625-1914 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 16, 2J02 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Office of Recorder of Deeds on January 29, 2002 as Document Number 0020113651 together with a certain Assignment of Rents dated January 16, 2002 recorded in the Office of Recorder of Deeds on August 17, 2005 as Document Number 0020113652.

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

LOT 49 IN SUBDIVISION OF LOTS 1 THROUGH 4 AND PARTS OF LOTS 9 THROUGH 11 AND SUBLOTS 25 AND 26 OF DILLON'S SUBDIVISION OF BLOCK 74 OF RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 485 N. Milwaukee Avenue, Chicago, IL 60610. The Real Property tax identification number is 17-09-104-003-0000.

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

I. Effective as of the date hereof, the maturity date is hereby extended, the interest rate adjusted and repayment schedule reamortized to reflect changes of the Change in Terms Agreement of even date,

0727749113 Page: 2 of 5

## **UNOFFICIAL COPY**

## MODIFICATION OF MORTGAGE (Continued)

Page 2

together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions of the promissory note or agreements.

II. Effective as of the date hereof, the Mortgage is amended by deleting the Note paragraph on page 12 in its entirety and replacing with the following:

The word "Note" means the promissory note dated January 16, 2002, in the original principal amount of \$400,000.00 from borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement. The interest rate on the Note is 7.000%. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$2,840.19 each and one irregular last payment estimated at \$316,838.11. Borrower's first payment is due July 1, 2007, and all subsequent payments are due on the same day of sach month after that. Borrower's final payment will be due on June 1, 2012, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. The maturity date of the Note is June 1, 2012.

III. Effective as of the date hereof, the Mortgage is amended by deleting the Prepayment Penalty and Deposit Account paragraphs on page 10 in its entirety.

CONTINUING VALIDITY. Except and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lende, 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.

WAIVER OF RIGHT OF REDEMPTION.. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MODIFICATION OF MORTGAGE, GRANTOR HEF-BY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601 (b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MODIFICATION OF MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON CRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 1, 2007.

0727749113 Page: 3 of 5

## U**NOFFICIAL C**

#### MODIFICATION OF MORTGAGE (Continued)

Page 3

GRANTOR: CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO

LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NATIONAL BANKING ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST NUMBER 124190-08

ASST. VICE PRESIDENT Authorized Signer for LaSalle Bank National Association, Successor Trustee to American National Bank and Trust Company of Chicago, National Banking Association, not personally but as Trustee under Trust Number 124190-08

LENDER:

RAVENSWOOD BANK, FORMERLY KNOWN AG COMMUNITY BANK OF County Clark's Office **RAVENSWOOD** 

**Authorized Signer** 

This instrument is executed by the undersigned Land Trustee, not personally but solely 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 all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee are not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity. against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the

0727749113 Page: 4 of 5

### **UNOFFICIAL COPY**

## MODIFICATION OF MORTGAGE (Continued)

Page 4 TRUST ACKNOWLEDGMENT STATE OF \_\_\_\_ ) SS COUNTY OF \_ Crok ) YCHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO On this zoo7 before me, the undersigned Notary Public, personally appeared ASST VICE PRESIDENT Bank National Association, Successor Trustee to American National Bank and Trust Company of Chicago, National Banking Association, not personally but as Trustee under Trust Number 124190-08, and known to me to be an authorized trustee or agent 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 stratute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust. Residing at 181 W. Madism, 17 4-71 Chyo De 60602 Notary Public in and for the State of Olympia Clarks Organica My commission expires "OFFICIAL SEAL" SHERRITHE PEARSON Notary Public, State of Illinois My Commission Expires 04/12/11

0727749113 Page: 5 of 5

### **UNOFFICIAL COPY**

# MODIFICATION OF MORTGAGE (Continued)

Page 5 LENDER ACKNOWLEDGMENT ) SS COUNTY OF ) 2007— before me, the undersigned Notary On this Public, personally appeared and known to me to be the , jut iorized 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 c' 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. Clucago Residing at \_ Notary Public in and for the State of 10-26-2009 My commission expires MIRIAM MARTINEZ NOTARY PUBLIC STATE OF ILLINOIS Commission Expires 10/26/2009

LASER PRO Lending, Ver. 5,38,00,004 Copr., Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved

II. HICFI MICH LPILOZOTIFC TH-590 PR-7