

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

INTEGRA BANK NATIONAL  
ASSOCIATION  
CHICAGO COMMERCIAL  
REAL ESTATE  
7661 S HARLEM AVENUE  
BRIDGEVIEW, IL 60455



Doc#: 0731308103 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/09/2007 09:10 AM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

INTEGRA BANK NATIONAL  
ASSOCIATION  
CHICAGO COMMERCIAL  
REAL ESTATE  
7661 S HARLEM AVENUE  
BRIDGEVIEW, IL 60455

**SEND TAX NOTICES TO:**

INTEGRA BANK NATIONAL  
ASSOCIATION  
CHICAGO COMMERCIAL  
REAL ESTATE  
7661 S HARLEM AVENUE  
BRIDGEVIEW, IL 60455

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

MONICA J. GRAY, VICE PRESIDENT  
INTEGRA BANK NATIONAL ASSOCIATION  
7661 S HARLEM AVENUE  
BRIDGEVIEW, IL 60455

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 30, 2007, is made and executed between INTEGRA BANK NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO PRAIRIE BANK AND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 18, 2003 AND KNOWN AS TRUST NUMBER 03-148 (referred to below as "Grantor") and INTEGRA BANK NATIONAL ASSOCIATION, whose address is 7661 S HARLEM AVENUE, BRIDGEVIEW, IL 60455 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 30, 2006 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**MORTGAGE RECORDED SEPTEMBER 19, 2006 AS DOCUMENT NO. 0626247207.**

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1449-57 W. IRVING PARK RD., CHICAGO, IL 60613. The Real Property tax identification number is 14-20-101-007-0000 AND 14-20-101-008-0000 (AFFECTS LAND AND PROPERTY).

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

**RATE DECREASE FROM 1.00% OVER PRAIRIE BANK DAILY BASE RATE TO 0.75% OVER INTEGRA BANK DAILY PRIME RATE. THE MATURITY DATE WILL BE EXTENDED TO AUGUST 29, 2008.**

**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 30, 2007.**

**GRANTOR:**

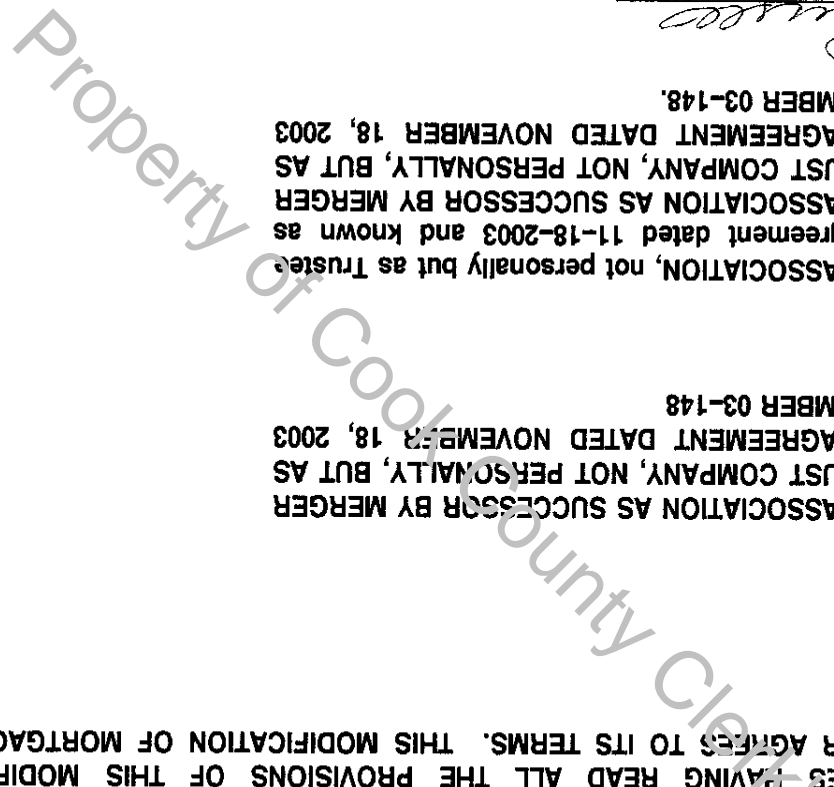
**INTEGRA BANK NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO PRAIRIE BANK AND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 18, 2003 AND KNOWN AS TRUST NUMBER 03-148**

**INTEGRA BANK NATIONAL ASSOCIATION, not personally but as Trustee under that certain trust agreement dated 11-18-2003 and known as INTEGRA BANK NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO PRAIRIE BANK AND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 18, 2003 AND KNOWN AS TRUST NUMBER 03-148.**

By: *Janet Russell*  
**INTEGRA BANK NATIONAL ASSOCIATION**  
 TRUST OFFICER of

By: *Jason B. Bira*  
**OFFICER of INTEGRA BANK NATIONAL ASSOCIATION**

**EXCULPATORY CLAUSE**  
 It is hereby intended and agreed by and between the parties herein in the contrary notwithstanding, that each and all of the warranties, representations, covenants, undertakings and agreements made on the part of the Trustee, in connection with the execution, performance and completion of the Trust Agreement, shall be deemed to be the warranties, representations, covenants, undertakings and agreements of said Trustee and not of any other party. The Trustee, its agents, representatives, successors and assigns shall not be liable for the performance or non-performance of the Trust Agreement or for the fulfillment or non-fulfillment of the Trust Agreement or for the payment or non-payment of the Trust Agreement or for the loss of or damage to the property of the Trustee or for the loss of or damage to the property of any other party. The Trustee shall not be liable for the performance or non-performance of the Trust Agreement or for the fulfillment or non-fulfillment of the Trust Agreement or for the payment or non-payment of the Trust Agreement or for the loss of or damage to the property of the Trustee or for the loss of or damage to the property of any other party. The Trustee shall not be liable for the performance or non-performance of the Trust Agreement or for the fulfillment or non-fulfillment of the Trust Agreement or for the payment or non-payment of the Trust Agreement or for the loss of or damage to the property of the Trustee or for the loss of or damage to the property of any other party.



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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 263729001

Page 3

LENDER:

INTEGRA BANK NATIONAL ASSOCIATION

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

### TRUST ACKNOWLEDGMENT

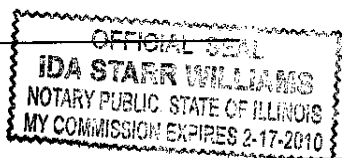
STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 12<sup>th</sup> day of October, 2007 before me, the undersigned Notary Public, personally appeared Sandra T. Russell, TRUST OFFICER of INTEGRA BANK NATIONAL ASSOCIATION, Trustee of INTEGRA BANK NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO PRAIRIE BANK AND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 18, 2003 AND KNOWN AS TRUST NUMBER 03-148 and Teresa B. Bro, TRUST OFFICER of INTEGRA BANK NATIONAL ASSOCIATION, Trustee of INTEGRA BANK NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO PRAIRIE BANK AND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 18, 2003 AND KNOWN AS TRUST NUMBER 03-148, and known to me to be authorized trustees or agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Ida Starr Williams Residing at Bridgeway

Notary Public in and for the State of Ill

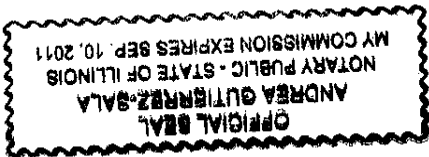
My commission expires \_\_\_\_\_



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Property of Cook County

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

Notary Public in and for the State of \_\_\_\_\_

*9/10/2011*

Residing at \_\_\_\_\_

By *Andrea Gutierrez-Sala*

of said Lender.

stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by

authorized agent for the Lender that executed the within and foregoing instrument and Public, personally appeared *Melissa J. Gray* and known to me to be the *Ms*

On this *19th* day of *October* *2009* before me, the undersigned Notary

COUNTY OF *Cook*

STATE OF *IL*

## LENDER ACKNOWLEDGMENT

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## EXHIBIT "A"

PARCEL 1: UNITS C-1, C-2, C-3 AND C-4, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 1449-57 WEST IRVING PARK CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0530827023, IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO(S). P-C1, P-C2, P-C3 AND P-C4, LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 1449-57 W. IRVING PARK RD., CHICAGO, IL 60613

14-20-101-007-0000

14-20-101-008-0000

Property of Cook County Clerk's Office