

UNOFFICIAL COPY

ALBANK MODIFICATION OF MORTGAGE



Doc#: 0733339121 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/29/2007 01:09 PM Pg: 1 of 4

RETURN TO:
Albany Bank & Trust Co
3400 West Lawrence Avenue
Chicago, IL 60625-5188
Attn.: Michael A. Bentcover
OR BOX 35

THIS MODIFICATION OF MORTGAGE dated November 19, 2007 is made and executed between Albany Bank and Trust Company, N.A. U/T/A #11-6035 and Albany Bank and Trust Company, N.A. U/T/A #11-4678 (referred to below as "Grantor") and Albany Bank & Trust Company, N.A., whose address is 3400 W Lawrence Ave, Chicago, IL 60625 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 2, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded on December 27, 2005 as document number 0536155051

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

ADDRESS: 1125 N. Damen Avenue, Chicago, Illinois
P.I.N.: 17-06-400-018-0000

ADDRESS: 5739 N. Ravenswood Avenue, Chicago, Illinois
P.I.N.: 14-06-407-050-0000

SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF

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

This Modification amends and increases Mortgage dated December 2, 2005, recorded on December 27, 2005 as Document Number 0536155051 to secure an increase of \$125,000.00

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.

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EXHIBIT "A"

PARCEL 1:

LOT 2 IN THE SUBDIVISION OF LOT 5 IN BLOCK 2 IN SUPERIOR COURT COMMISSIONER'S PARTITION OF BLOCKS 2, 4, 7 AND THE WEST ½ OF BLOCK 3 AND THE SOUTH ½ OF BLOCK 8 IN COCHRAN'S SUBDIVISION OF THE WEST ½ OF THE SOUTHEAST OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-06-400-018-0000

COMMONLY KNOWN AS: 1125 N. DAMEN, CHICAGO, ILLINOIS

PARCEL 2:

LOT 1 (EXCEPT THE EASTERLY 35 FEET THEREOF) IN OWNER'S DIVISION OF LOT 2 IN SUBDIVISION OF LOT 1 IN OWNER'S SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 121, PAGE 22, AS DOCUMENT 5164859 IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-06-407-050-0000

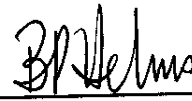
COMMONLY KNOWN AS: 5739 N. RAVENSWOOD, CHICAGO, ILLINOIS

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This Modification of Mortgage is executed by the undersigned, ALBANY BANK & TRUST COMPANY N.A., not individually but solely as Trustee, as aforesaid, and said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of the trust property which is the subject of this Agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but this Agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personally responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement herein contained, either expressed or implied or for the validity or condition of the title to said property, or for any agreement with respect thereto. Any and all personal liability of ALBANY BANK & TRUST COMPANY N.A. is hereby expressly waived by the parties hereto, and their respective successor and assigns.

Dated at Chicago, Illinois this 11/26/07

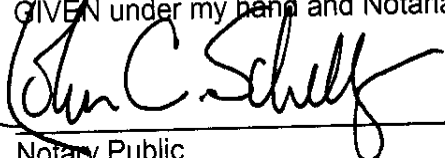
ALBANY BANK & TRUST COMPANY, N.A. not personally, but solely as Trustee as aforesaid, pursuant to terms of that TRUST AGREEMENT bearing the TRUST NUMBER 11-6035

BY: 
Trust Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that the above Officer of ALBANY BANK & TRUST COMPANY, N.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such TRUST OFFICER, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11/26/07


Notary Public



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