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RECORDATION REQUESTED BY:
METROPOLITAN BANK AND
TRUST COMPANY
2201 WEST CERMAK ROAD
CHICAGO, IL 60608



Doc#: 0815134108 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/30/2008 01:41 PM Pg: 1 of 3

WHEN RECORDED MAIL TO:
METROPOLITAN BANK AND
TRUST COMPANY
2201 WEST CERMAK ROAD
CHICAGO, IL 60608

True Title

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Sandra A. Sarelli
METROPOLITAN BANK AND TRUST COMPANY
2201 WEST CERMAK ROAD
CHICAGO, IL 60608

BOX 15

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 13, 2008 is made and executed between Luann Mannino, as Trustee of the LuAnn Mannino Living Trust dated August 18, 2004 (referred to below as "Grantor") and METROPOLITAN BANK AND TRUST COMPANY, whose address is 2201 WEST CERMAK ROAD, CHICAGO, IL 60608 (referred to below as "Lender").

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

Recorded January 5, 2005 as Document Number 0500502042; Modified October 11, 2005 as Document Number 0531247016; Modified August 8, 2007 as Document Number 0725351064

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

LOT 36 AND ALL OF THE NORTHEASTERLY 16 FOOT VACATED ALLEY LYING NORTHWESTERLY OF AND ADJOINING THE NORTHWESTERLY LINE OF LOT 36 AND LYING SOUTHEASTERLY OF AND ADJOINING THE SOUTHEASTERLY LINE OF LOT 39 AND LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF LOT 37 EXTENDED NORTHWESTERLY IN THE SUBDIVISION OF BLOCK 3 IN THE SUBDIVISION OF BLOCK 18 IN SHEFFIELD'S ADDITION TO CHICAGO AFORESAID, IN SECTION 29 AND 32, 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 1348 W. Concord Place, Chicago, IL 60622. The Real Property tax identification number is 14-32-316-037-0000.

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

- 1) Increase Note amount to \$1,855,625.58;
- 2) Extend maturity to May 9, 2013;
- 3) Change monthly principal and interest payment to \$10,777.12, effective with payment due June 9, 2013;
- 4) Add the following as additional collateral to the loan: Second Mortgage and Assignment of Rents on property commonly known as 904 S. Claremont Avenue, Chicago, Illinois 60612; First Mortgage and Assignment

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 11323030

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of Rents on property commonly known as 747 S. Western Avenue, Chicago, Illinois 60612; 5) The following pre-payment penalty shall apply: 5.00% of the unpaid principal balance if pre-paid on or before May 9, 2009; 4.00% of the unpaid principal balance if pre-paid on or before May 9, 2010; 3.00% of the unpaid principal balance if pre-paid on or before May 9, 2011; 2.00% of the unpaid principal balance if pre-paid on or before May 9, 2012; 1.00% of the unpaid principal balance if pre-paid before May 9, 2013. Notwithstanding the foregoing, Borrower will not be assessed a Pre-payment Penalty in the event the property is sold to a bonafide third party for value and the sale proceeds applied to satisfy the Promissory Note.

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 MAY 13, 2008.

GRANTOR:

X 
Luann Mannino

LENDER:

METROPOLITAN BANK AND TRUST COMPANY

X 
Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 11323030

(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **Luann Mannino**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of May, 2008

By Sandra G. Sarelli Residing at Chicago, Illinois

Notary Public in and for the State of Illinois

My commission expires 01-18-11



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 13th day of May, 2008 before me, the undersigned Notary Public, personally appeared Annette Vega and known to me to be the Vice President, authorized agent for **METROPOLITAN BANK AND TRUST COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **METROPOLITAN BANK AND TRUST COMPANY**, duly authorized by **METROPOLITAN BANK AND TRUST COMPANY** 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 in fact executed this said instrument on behalf of **METROPOLITAN BANK AND TRUST COMPANY**.

By Sandra G. Sarelli Residing at Chicago, Illinois

Notary Public in and for the State of Illinois

My commission expires 01-18-11

