

# UNOFFICIAL COPY

Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption



0829641026

Doc#: 0829641026 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 10/22/2008 03:45 PM Pg: 1 of 5

The property identified as: **PIN:** 16-02-411-010-0000

**Address:**

**Street:** 3242-48 W Haddon Avenue

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60651

**Lender:** Cathay Bank

**Borrower:** Mendoza, John S / Chicago Land Title Trust 2-106-0/2-106-1/2-106-2

**Loan / Mortgage Amount:** \$750,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** F5448A4D-A80E-4E5E-A217-81458E67B6F2

**Execution date:** 08/01/2008

**UNOFFICIAL COPY****WHEN RECORDED MAIL TO:**

Cathay Bank  
 222 West Cermak Road  
 Chicago, IL 60016

*BL 7655/3/102*

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

CATHAY BANK  
 222 WEST CERMAK ROAD  
 CHICAGO, IL 60616

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated August 1, 2008, is made and executed between Chicago Title Land Trust Company, as Successor Trustee to NAB Bank, as Trustee under Trust Agreement dated October 1, 2001 and known as Trust Number #2-106-1, as to Parcel 1; #2-106-2, as Parcel 2; and #2-106-0, as to Parcel 3 (referred to below as "Grantor") and CATHAY BANK, whose address is 222 WEST CERMAK ROAD, CHICAGO, IL 60616 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 15, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on June 27, 2006 recorded/registered in the Recorder's/Registrar's Office of Cook County, in the State of Illinois as Document Number(s) 0617833061.

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

PARCEL 1: LOT 13 IN THE SUBDIVISION OF LOTS 1, 2, 3 IN BLOCK 5 AND SUBDIVISION OF LOT 1 IN BLOCK 4 IN HUMBOLDT PARK ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 14 AND 15 IN BLOCK 5 IN HUMBOLDT PARK ADDITION TO CHICAGO BY WHEATON, EMERY AND RAY, A SUBDIVISION OF LOT 3 IN SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 15 IN BLOCK 12 IN WATSON, TOWER AND DAVIS' SUBDIVISION OF THE WEST 1/2 OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3214-18 W. Haddon Ave., Chicago, IL 60651 and 3242-48 W. Haddon Ave., Chicago, IL 60651 and 1324 N. Claremont Ave., Chicago, IL 60622. The Real Property tax identification number is 16-02-411-019-0000 Parcel 1; 16-02-411-010-0000 Parcel 2; and 17-06-114-039-0000 Parcel 3.

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**

Loan No: 7655134102

(Continued)

Page 2

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

1. **DEFINITION OF LENDER.** Lender is now Cathay Bank, a California Banking Corp., successor interest by merger to New Asia Bank
2. **DEFINITION OF NOTE.** The word "Note" means the Promissory Note dated June 15, 2006 in the principal amount of \$750,000.00 from Borrower to Lender as modified by a Change In Terms Agreement dated June 1, 2007 and June 1, 2008, together with any and all renewals, extensions, modifications and replacements thereof.
3. **MATURITY DATE.** The maturity date is hereby renewed and extended to August 1, 2009.

**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 1, 2008.**

**GRANTOR:**

**CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO NAB BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 2001 AND KNOWN AS TRUST NUMBER #2-106-1, AS TO PARCEL 1; #2-106-2, AS PARCEL 2; AND #2-106-0, AS TO PARCEL 3**

**CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO NAB BANK, not personally but as Trustee under that certain trust agreement dated 10-01-2001 and known as Chicago Title Land Trust Company, as Successor Trustee to NAB Bank, as Trustee under Trust Agreement dated October 1, 2001 and known as Trust Number #2-106-1, as to Parcel 1; #2-106-2, as Parcel 2; and #2-106-0, as to Parcel 3.**

By: 

Authorized Signer for Chicago Title Land Trust Company, as  
Successor Trustee to NAB Bank

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## MODIFICATION OF MORTGAGE

Loan No: 7655134102

(Continued)

Page 3

LENDER:

CATHAY BANK

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

### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

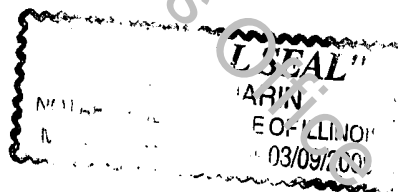
On this 13/11 day of July, 2008 before me, the undersigned Notary Public, personally appeared Mario V. Gonnico, Trust Officer of CHICAGO TITLE LAND TRUST COMPANY

, 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 Grace Marin Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 3/9/2009



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## MODIFICATION OF MORTGAGE

Loan No: 7655134102

(Continued)

Page 4

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

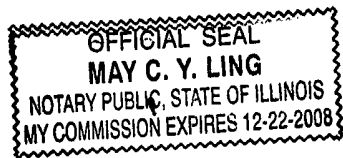
COUNTY OF COOK )

On this 1st day of August, 2008 before me, the undersigned Notary Public, personally appeared Jennifer Link and known to me to be the V.P., 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 May C. Y. Ling Residing at Chicago, IL

Notary Public in and for the State of ILLINOIS

My commission expires 12-22-2008



Notary of Cook County Clerk's Office