

# UNOFFICIAL COPY



Doc#: 0831526122 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/10/2008 11:11 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:  
Northbrook Bank & Trust  
245 Waukegan Road  
Northfield, IL 60093

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
Northbrook Bank & Trust Company - Loan Servicing  
245 Waukegan Road  
Northfield, IL 60093

## MODIFICATION OF MORTGAGE

*N A001970627 JICFE Acc only*  
THIS MODIFICATION OF MORTGAGE dated September 15, 2008, is made and executed between Aaron Israel, not personally but as Trustee on behalf of The Aaron Israel Declaration of Trust dated October 26, 1999 (referred to below as "Grantor") and Northbrook Bank & Trust Company, whose address is 1100 Waukegan Road, Northbrook, IL 60062 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 15, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

MORTGAGE DATED SEPTEMBER 15, 2003 AND RECORDED OCTOBER 16, 2003 AS DOCUMENT #0328946056;  
ASSIGNMENT OF RENTS DATED SEPTEMBER 15, 2003 AND RECORDED OCTOBER 16, 2003 AS DOCUMENT #0328946057  
ALL PURSUANT TO THE FOLLOWING:

"NORTHBROOK BANK & TRUST COMPANY ("LENDER"), SUCCESSOR PURSUANT TO AGREEMENT TO PURCHASE ASSETS AND ASSUME LIABILITIES BY AND BETWEEN NORTHVIEW BANK & TRUST, AS SELLER AND LENDER AS BUYER, DATED OCTOBER 14, 2004."

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

THE EAST OF LOT 5 IN LAWRENCE'S SUBDIVISION OF PART OF LOT 7 IN THE SUBDIVISION OF THE NORTH 1/2 OF BLOCK 8 IN THE SUBDIVISION BY COMMISSIONERS OF ILLINOIS AND MICHIGAN, CANAL OF SOUTH FRACTIONAL 1/4 OF SECTION 3, 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 113 E. Oak St., Chicago, IL 60611. The Real Property tax identification number is 17-03-207-024-0000.

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

CHANGE SUCCESSORS AND ASSIGNS AS STATED ABOVE.

BOX 333-C71

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(Continued)

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**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 SEPTEMBER 15, 2008.**

GRANTOR:

**THE AARON ISRAEL DECLARATION OF TRUST DATED OCTOBER 26, 1999**

By 

Aaron Israel, Trustee of The Aaron Israel Declaration of Trust  
dated October 26, 1999

LENDER:

NORTHBROOK BANK &amp; TRUST COMPANY

X 

Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

### TRUST ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF COOK ) SS  
 )

On this 20th day of October 2008 before me, the undersigned Notary Public, personally appeared **Aaron Israel, Trustee of The Aaron Israel Declaration of Trust dated October 26, 1999**, 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 statute, 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.

By Harriett E Tully Residing at Northbrook

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

My commission expires 1-12-12



COOK County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 30th day of October, 2008 before me, the undersigned Notary Public, personally appeared Mark Babicz and known to me to be the SVP, authorized agent for **Northbrook Bank & Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Northbrook Bank & Trust Company**, duly authorized by **Northbrook Bank & 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 **Northbrook Bank & Trust Company**.

By Slava Veselovsky Residing at 245 Waukegan Rd, Northfield IL 60093

Notary Public in and for the State of IL  
 My commission expires 5-25-09

