## **UNOFFICIAL COPY**

RECORDATION REQUESTED BY:
NORTH SHORE COMMUNITY
BANK & TRUST COMPANY
7800 Lincoln Avenue
Skokie, IL 60077

WHEN RECORDED MAIL TO:
NORTH SHORE COMMUNITY
BANK & TRUST COMPANY
7800 Lincoln Avenue
Skokie, IL 60077



Doc#: 0832440085 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds
Date: 11/19/2008 12:38 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

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### COO S MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October (1, 2008, is made and executed between The Fell Company, a Corporation of Illinois, whose address is P.O. Boy 319, Winnetka, IL 60093 (referred to below as "Grantor") and NORTH SHORE COMMUNITY BANK & TRUST COMPANY, whose address is 7800 Lincoln Avenue, Skokie, IL 60077 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated (Jctcber 8, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded November 18, 2003 as document number 0332242073 in the Cook County Recorder of Deeds Office.

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

LOTS 18 AND 19 (EXCEPT THE WEST 100 FEET OF SAID LOTS) IN DALE AND OTHERS SUBDIVISION OF BLOCK 14 IN THE VILLAGE OF WINNETKA IN SECTION 20, TOWNSHIP 42 NORTH, RANCE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 805-809 Elm Street, Winnetka, IL 60093. The Real Property tax identification number is 05-20-208-007-0000.

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

The principal is reduced to \$150,000.00 and the maturity date is extended.

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



### MODIFICATION OF MORTGAGE

(Continued) Loan No: 3380002739-3

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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 OCTOBER 8, 2008.

**GRANTOR:** 

THE FELL COMPAN'

Neil Fell, President of The Fell Compeny

By:

Harold Fell, Secretary of The Fell Company

LENDER:

County Clark's Office NORTH SHORE COMMUNITY BANK & TRUST COMPANY

Authorized Signer

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## UNOFFICIAL CO MODIFICATION OF MORTGAGE

Loan No: 3380002739-3

(Continued)

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CORPORATE ACKNOWLEDGMENT	
STATE OF ICCINOIS	)
	) SS
COUNTY OF COOK	)
Company, and known to me to be authorized agent Mortgage and acknowledge: the Modification to be the authority of its Bylaws or by resolution of its board of	before me, the undersigned Notary  the Fell Company and Harold Fell, Secretary of The Fell  ts of the corporation that executed the Modification of the free and voluntary act and deed of the corporation, by directors, for the uses and purposes therein mentioned, this Modification and in fact executed the Modification  Residing at 7000 Lincoln Ave. Stoke, To  "OFFICIAL SEAL" AARON LOPEZ
My commission expires	Notary Public, State of Illinois My Commission Expires 8/04/09
	TSOFFICE

# UNOFFICIAL COMMODIFICATION OF MORTGAGE

(Continued) Page 4 Loan No: 3380002739-3

LENDER ACKNOWLEDGMENT		
STATE OF ILLINOIS	)	
	) SS	
COUNTY OF	)	
On this	IUNITY BANK & TRUST COMPANY that executed the distribution instrument to be the free and voluntary act and deed ANY, duly authorized by NORTH SHORE COMMUNITY stors or otherwise, for the uses and purposes thereing the deduction of the executed the said instrument and in fact executed the said instrument and in fact executed.	
By Ch ty	Residing at 7800 Lincoh Are Skobie	
Notary Public in and for the State of	"OFFICIAL SEAL" AARON LOPEZ Notary Public, State of Illinois My Commission Expires 8/04/09	

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