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Cook County Recorder 25.50



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**RECORDATION REQUESTED BY:**

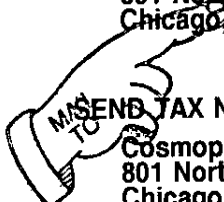
Cosmopolitan Bank and Trust  
801 North Clark Street  
Chicago, IL 60610

**WHEN RECORDED MAIL TO:**

Cosmopolitan Bank and Trust  
801 North Clark Street  
Chicago, IL 60610

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Cosmopolitan Bank and Trust  
801 North Clark Street  
Chicago, IL 60610



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Cosmopolitan Bank and Trust  
801 North Clark Street  
Chicago, Illinois 60610

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 22, 1999, BETWEEN Cosmopolitan Bank and Trust,\* whose address is 801 North Clark Street, Chicago, IL 60610 (referred to below as "Grantor"); ; and Cosmopolitan Bank and Trust (referred to below as "Lender"), whose address is 801 North Clark Street, Chicago, IL 60610. \*as Trustee, and not personally, under Trust Agreement dated September 15, 1997, and known as Trust Number 30684.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated October 16, 1997 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded on November 26, 1997 as Document #97886947 and modified by the Modification of Mortgage dated 8/13/99 and recorded 8/17/99 as Document #99782720

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

Parcel 1: The South 1/2 of Lot 3 (except the North 5 feet thereof) in Wingo's Subdivision of the South 1/2 of Lots 9, 10, and 26 in Newhall's Larned and Woodbridge's Subdivision in the Northwest 1/4 of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; Parcel 2: Lots 1, 2, and 3 in Block 1 in the Subdivision by Bassett and Busby of Lots 15, 16 and 25 of Newhall's Larned and Woodbridge's Subdivision in the Northwest 1/4 of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 5726-44 South Martin Luther King Drive, Chicago, IL 60637. The Real Property tax identification number is 20-15-118-017 and 20-15-118-018.

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

The subject Mortgage shall also serve as collateral security for the new loan from Lender to S.W.F. & Company, L.L.C. in the principal amount of \$122,000.00 evidenced by certain loan documents dated October 22, 1999; and the Grantor and Lender hereby acknowledge the continuation of the principal amount required for partial releases of liens from \$25,000.00 to \$28,000.00 effective on the sale of all condominium units.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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.

**EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

Cosmopolitan Bank and Trust, not personally, but as Trustee under Trust Agreement dated September 15, 1997, and known as Trust Number 30684

By: \_\_\_\_\_ (SEAL)  
Gerald A. Wiel, Vice President/ Trust Officer

For signatures, notary and exculpatory provisions of the Trustee, see rider hereto attached which is expressly incorporated herein and made a part hereof.

By: \_\_\_\_\_ (SEAL)  
Todd W. Cordell, Trust Officer

**LENDER:**

Cosmopolitan Bank and Trust

By: \_\_\_\_\_  
Authorized Officer

**CORPORATE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, before me, the undersigned Notary Public, personally appeared **Gerald A. Wiel, Vice President/ Trust Officer; and Todd W. Cordell, Trust Officer of Cosmopolitan Bank and Trust**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By \_\_\_\_\_ Residing at \_\_\_\_\_

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

My commission expires \_\_\_\_\_

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This Modification Agreement is executed by the Trustee, Cosmopolitan Bank and Trust, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Cosmopolitan Bank and Trust possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any Liability on Cosmopolitan Bank and Trust, as trustee as aforesaid, or on the Bank personally to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the note and by every person now or hereafter claiming any right or security thereunder and that so far as Cosmopolitan Bank and Trust as Trustee under the aforesaid Trust and its successors, and the bank are personally concerned, the holder of the note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Modification Agreement to be executed by their respective duly authorized officers and beneficiaries have executed this Modification Agreement, all as of the day and year mentioned above.

COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY,

BY: [Signature]  
Vice President/Trust Officer

ATTEST: [Signature]  
Trust Officer

STATE OF ILLINOIS  
SS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Gerald A. Wiel and Todd W. Cordell, of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President/Trust Officer and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Trust Officer then and there acknowledged that said Trust Officer as custodian of the corporate seal to be affixed to said instrument as said Trust Officer's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 26th day of October, 1999.

[Signature]  
NOTARY PUBLIC

