

# UNOFFICIAL COPY



Doc#: 0918804020 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/07/2009 08:16 AM Pg: 1 of 3

## RECORDATION REQUESTED BY:

Hyde Park Bank & Trust  
Company  
Main Office  
1525 E. 53rd Street  
Chicago, IL 60615

## WHEN RECORDED MAIL TO:

Hyde Park Bank & Trust  
Company  
Main Office  
1525 E. 53rd Street  
Chicago, IL 60615

## SEND TAX NOTICES TO:

Hyde Park Bank & Trust  
Company  
Main Office  
1525 E. 53rd Street  
Chicago, IL 60615

FOR RECORDER'S USE ONLY

## This Modification of Mortgage prepared by:

Jeffrey B. Allen, Credit Analyst  
Hyde Park Bank & Trust Company  
1525 E. 53rd Street  
Chicago, IL 60615

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 14, 2009, is made and executed between Charles T. Mudd, whose address is c/o Kass Management, 2000 N. Racine, Chicago, IL 60614 (referred to below as "Grantor") and Hyde Park Bank & Trust Company, whose address is 1525 E. 53rd Street, Chicago, IL 60615 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 14, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

The Mortgage, which encumbers the Real Property described below, was recorded on May 18, 2004 as document number 0413942343 in the office of the Cook County Recorder of Deeds and secures a Note dated May 14, 2004, in the original principal amount of FOUR MILLION AND THREE HUNDRED THOUSAND AND NO/100 (\$4,300,000.00) DOLLARS executed by Grantor and payable to Lender ("Note").

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

LOT 63 IN IRA SCOTT'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF BLOCK 1 IN SHEFFIELD ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1657 N. Halsted, Chicago, IL 60614. The Real Property tax identification number is 14-33-313-083-0000.

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

Box 400-CTCC

295 LAYNES #82-09-750-01

3/8

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 54702

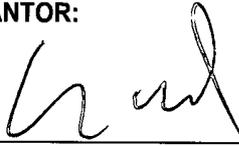
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As of the date of this Modification of Mortgage, the Mortgage secured a Note dated May 14, 2009 in the original principal amount of \$3,969,803.11 payable according to its terms with interest at rates provided for in the Note. This Note contains a variable interest rate. The Note dated May 14, 2009 is a renewal and modification of the Note dated May 14, 2004.

**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.

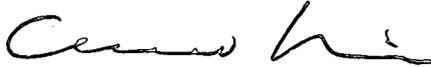
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 14, 2009.**

GRANTOR:

X   
 \_\_\_\_\_  
 Charles T. Mudd

LENDER:

HYDE PARK BANK &amp; TRUST COMPANY

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

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 54702

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this day before me, the undersigned Notary Public, personally appeared **Charles T. Mudd**, 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 30th day of June, 2009.  
 By Charlene Zralka Residing at Lansing IL

Notary Public in and for the State of Illinois  
 My commission expires 4-30-2012

*Charlene Zralka*



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 30 day of June, 2009 before me, the undersigned Notary Public, personally appeared Claudio Ricci and known to me to be the Service President, authorized agent for **Hyde Park Bank & Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Hyde Park Bank & Trust Company**, duly authorized by **Hyde Park 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 **Hyde Park Bank & Trust Company**.

By Charlene Zralka Residing at Lansing IL

Notary Public in and for the State of Illinois  
 My commission expires 4-30-2012

*Charlene Zralka*

