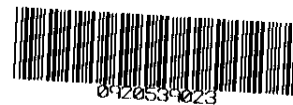


# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
NORTH COMMUNITY BANK  
3639 NORTH BROADWAY  
CHICAGO, IL 60613



Doc#: 0920539023 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/24/2009 11:17 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:  
NORTH COMMUNITY BANK  
3639 NORTH BROADWAY  
CHICAGO, IL 60613

SEND TAX NOTICES TO:  
NORTH COMMUNITY BANK  
3639 NORTH BROADWAY  
CHICAGO, IL 60613

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
NORTH COMMUNITY BANK  
3639 NORTH BROADWAY  
CHICAGO, IL 60613

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 14, 2009, is made and executed between Chicago Title Land Trust Company, Successor Trustee to LaSalle National Bank as successor Trustee to LaSalle National Trust, as Trustee under Trust Agreement dated June 18, 1969 and known as Trust No. 10-22878-09, whose address is 171 N. Clark St., Suite 575, Chicago, IL 60601 (referred to below as "Grantor") and NORTH COMMUNITY BANK, whose address is 3639 NORTH BROADWAY, CHICAGO, IL 60613 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 28, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with the Cook County Recorder of Deeds as document number 0824718005 on September 3, 2008.

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

THE NORTH 1/2 OF LOT 4 IN BLOCK 20 IN DUNCAN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, 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 314-16 S. Halsted St., Chicago, IL 60661. The Real Property tax identification number is 17-17-228-013-0000.

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

1. A subsequent principal advance in the amount of \$275,000.00, will be made on the Promissory Note dated August 28, 2008, executed by Christos Liakouras and Lorainne J. Rieff to Lender, secured by the Mortgage, (hereinafter referred to as the "Note") increasing the current principal balance of the Note secured by the Mortgage to \$906,541.21.
2. Effective August 28, 2009, the principal and interest payment on the Note will be increased to \$6,259.38 and will be payable monthly thereafter until maturity.

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 11048699

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3. All other terms and provisions of the Mortgage will remain in full force and effect.

**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 endorser 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.

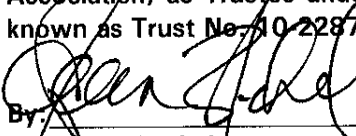
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 14, 2009.**

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 18, 1969 AND KNCWN AS TRUST NO. 10-22878-09

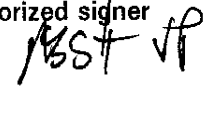


CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 06-18-1969 and known as Chicago Title Land Trust Company, Successor to LaSalle Bank National Association, as Trustee under Trust Agreement dated June 18, 1969 and known as Trust No. 10-22878-09.

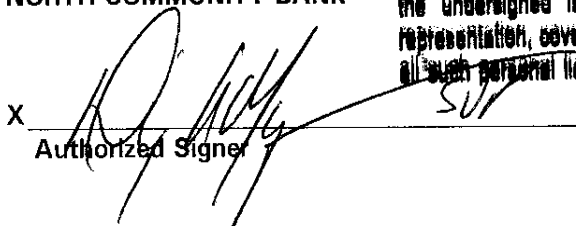
By: 

Authorized signer

LENDER:



NORTH COMMUNITY BANK

X 

Authorized Signer

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee, but are made and intended for the purpose of binding only that portion of the trust property specified, and the Trustee, when this instrument is executed and delivered by said Trustee not in his own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 11048699

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### TRUST ACKNOWLEDGMENT

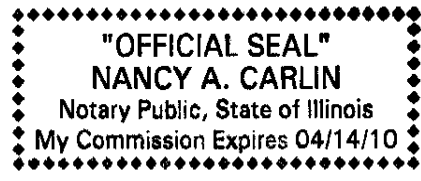
STATE OF IL )  
 COUNTY OF COOK ) SS  
 )

On this 23RD day of July 2009 before me, the undersigned Notary Public, personally appeared Authorized signer, IL. MICHEL of Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, Successor to LaSalle Bank National Association, as Trustee under Trust Agreement dated June 18, 1969 and known as Trust No. 10-22878-09, 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 Nancy A. Carlin Residing at \_\_\_\_\_

Notary Public in and for the State of IL

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



COOK County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 11048699

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### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 14<sup>th</sup> day of July, 2009 before me, the undersigned Notary Public, personally appeared Diego MANGAWAN and known to me to be the Senior Vice President, authorized agent for **NORTH COMMUNITY BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **NORTH COMMUNITY BANK**, duly authorized by **NORTH COMMUNITY BANK** 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 **NORTH COMMUNITY BANK**.

By [Signature] Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

My commission expires 10/10/10

