

UNOFFICIAL COPY

Doc#: 1003331102 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/02/2010 03:42 PM Pg: 1 of 3

RECORDATION REQUESTED BY:

New City Bank
900 S Michigan Avenue
Chicago, IL 60605

WHEN RECORDED MAIL TO:

New City Bank
900 S Michigan Avenue
Chicago, IL 60605

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Ryan Bergeron, SVP
New City Bank
900 S Michigan Avenue
Chicago, IL 60605

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated 1/20/2010, is made and executed between Cullen J Davis and Tracy Davis (AKA Tracy Hollander); Husband and Wife (referred to below as "Grantor") and New City Bank, whose address is 900 S Michigan Avenue, Chicago, IL 60605 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 25, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents Recorded on 4/29/2009 with the Cook County Recorder of Deeds; recorded as documents numbered 0911908245 and 0911908246, respectively. .

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

LOT 10 IN KENWOOD SUBDIVISION IN THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 2, 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 4589 S. Oakenwald, Chicago, IL 60653. The Real Property tax identification number is 20-02-405-038-0000.

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

Committed Liability Increased From \$60,000 to \$160,000.

NEW MAXIMUM LIEN. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$320,000.

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

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 523-10

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 1/20/2010

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X _____ (Seal)
Cullen J Davis

X Tracy Davis (Seal)
Tracy Davis (AKA Tracy Hollander)

LENDER:

NEW CITY BANK

X [Signature] (Seal)
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 523-10

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

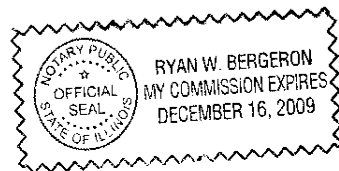
On this day before me, the undersigned Notary Public, personally appeared **Cullen J Davis and Tracy Davis (AKA Tracy Hollander), Husband and Wife**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of January, 2010.

By [Signature] Residing at New City Bank

Notary Public in and for the State of IL

My commission expires 12/16/13



LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this 20th day of January, 2010 before me, the undersigned Notary Public, personally appeared Ryan Bergeron and known to me to be the DVP, authorized agent for **New City Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **New City Bank**, duly authorized by **New City 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 **New City Bank**.

By Michael Debre Residing at CHI, IL

Notary Public in and for the State of ILLINOIS

My commission expires 12/23/11

