

UNOFFICIAL COPY

ALBANK
MODIFICATION
OF MORTGAGE



Doc#: 1228639085 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/12/2012 01:10 PM Pg: 1 of 3

RETURN TO:
Albany Bank & Trust Co
3400 West Lawrence Avenue
Chicago, IL 60625-5188
Attn.: Michael A. Bentcover
OR BOX 35

THIS MODIFICATION OF MORTGAGE dated September 26, 2012 is made and executed between Albany Bank and Trust Company, N.A., an association organized under the laws of the United States of America, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated November 27, 2000 and known as Trust Number 11-5702 (referred to below as "Grantor") and Albany Bank & Trust Company, N.A., whose address is 3400 W Lawrence Ave, Chicago, IL 60625 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 6, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on January 3, 2001 as Document Number 0010005724

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

ADDRESS: 1441 W. MORSE, CHICAGO, ILLINOIS 60626

SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF

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

This Modification amends Mortgage dated December 6, 2000 recorded on January 3, 2001 as Document Number 0010005724 per the terms of the Installment Note of even date herewith

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.

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 26, 2012.

GRANTOR:

ALBANY BANK AND TRUST COMPANY, N.A.
U/T/A #11-5702

BY: [Signature]
TRUST OFFICER

LENDER:

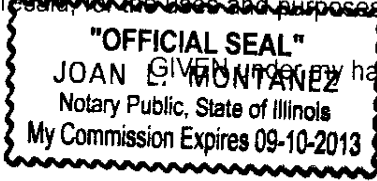
ALBANY BANK AND TRUST COMPANY, N.A.

BY: [Signature]
MICHAEL A. BENTCOVER
SENIOR VICE PRESIDENT

GRANTOR ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid; DO HEREBY CERTIFY that the above named Trust officer and vice President of Albany Bank and Trust Company N.A. who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 Bank as Trustee aforesaid for the uses and purposes therein set forth, and the said Vice-President then and there acknowledged that as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes herein set forth.



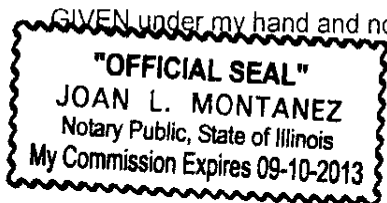
GIVEN under my hand and notarial seal this 5th day of October 2012

[Signature]
Notary Public

LENDER ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me Michael A. Bentcover, Senior Vice President of Albany Bank & Trust Company, N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, including the waiver of rights of redemption and waiver of all rights and benefits under and by virtue of the homestead exemption laws of this state.



GIVEN under my hand and notarial seal this 5th day of October 2012

[Signature]
Notary Public

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EXHIBIT "A"

LOT 9 AND THE WEST ½ OF LOT 8 IN BLOCK 40 IN ROGERS PARK IN SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 11-32-116-026-0000 AND 11-32-116-027-0000

COMMONLY KNOWN AS: 1441 W. MORSE, CHICAGO, ILLINOIS 60626

Property of Cook County Clerk's Office