



Doc#: 1229355015 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/19/2012 09:12 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

North Community Bank
Main Branch
3639 N. Broadway Street
Chicago, IL 60613

WHEN RECORDED MAIL TO:

North Community Bank
Main Branch
3639 N. Broadway Street
Chicago, IL 60613

FOR RECORDER'S USE ONLY

41000657

This Modification of Mortgage prepared by:

Central Loan Documentation
North Community Bank
2701 Algonquin Road
Rolling Meadows, IL 60008

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 27, 2012, is made and executed between Chicago Title Land Trust Company, Successor Trustee to Commercial National Bank of Chicago, not personally but as Trustee under Trust Agreement dated March 29, 1995 and known as Trust No. 1238, whose address is 171 N. Clark, Chicago, IL 60601. (referred to below as "Grantor") and North Community Bank, whose address is 3639 N. Broadway Street, Chicago, IL 60613 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 18, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded October 9, 2008 as Document No. 0828355079.

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

UNITS 1, 2, 3-10, 4-9, 5, 6, 7, 8, 11 AND 12 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF LAND (HEREINAFTER REFERRED TO AS "PARCEL"): LOTS 37 AND 38 IN BLOCK 1 IN THE SUBDIVISION OF OUT LOT "E" OF WRIGHTWOOD, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY FIRST BANK OF OAK PARK, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 4, 1967 AND KNOWN AS TRUST NUMBER 8122 AND RECORDED APRIL 12, 1973 AS DOCUMENT NO. 22287014 AND RE-RECORDED APRIL 17, 1973 AS DOCUMENT 22292260 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING THEREFROM ALL THE UNITS AS DEFINED IN SAID DECLARATION), ALL IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 713-715 W. Diversey Pkwy., Chicago, IL 60645.
The Real Property tax identification number is 14-28-300-041-1001; 14-28-300-041-1002;
14-28-300-041-1003; 14-28-300-041-1004; 14-28-300-041-1005; 14-28-300-041-1006;
14-28-300-041-1007; 14-28-300-041-1008; 14-28-300-041-1009; 14-28-300-041-1010.

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MODIFICATION OF MORTGAGE (Continued)

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

An additional amount of \$320,000.00 has been advanced under the Note.

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 endorers 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 JUNE 27, 2012.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO
COMMERCIAL NATIONAL BANK OF CHICAGO, NOT PERSONALLY BUT
AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 29, 1995 AND
KNOWN AS TRUST NO. 1238

By: [Signature] Trust Officer
Authorized Signer for Chicago Title Land Trust Company,
Successor Trustee to Commercial National Bank of Chicago,
not personally but as Trustee under Trust Agreement dated
March 29, 1995 and known as Trust No. 1238



LENDER:

NORTH COMMUNITY BANK

x [Signature]
Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

STATE OF Illinois)

) SS

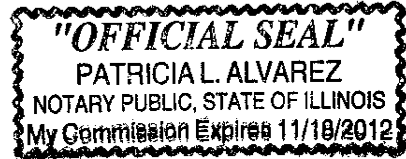
COUNTY OF Cook)

On this 11th day of July, 2012 before me, the undersigned Notary Public, personally appeared Harriet Denisevicz, Trust Officer of Chicago Title Land Trust Company, Successor Trustee to Commercial National Bank of Chicago, not personally but as Trustee under Trust Agreement dated March 29, 1995 and known as Trust No. 1238, 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 Patricia Alvarez ^{located at} corporation ~~xxxxx~~ 171 North Clark Street, Suite 575
^{Residing at} Chicago

Notary Public in and for the State of Illinois 60601

My commission expires _____



PROPOSED Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

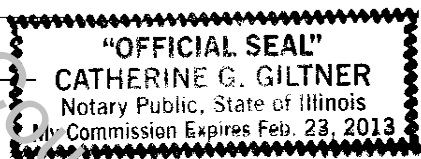
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 29th day of June, 2012 before me, the undersigned Notary Public, personally appeared Amelia Santos and known to me to be the _____, 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 Chicago

Notary Public in and for the State of Illinois

My commission expires 2/23/13



County Clerk's Office