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5282/0037 43 005 Page 1 of 5
2001-03-13 15:14:10
Cook County Recorder 29.50

RECORDATION REQUESTED BY:

HERITAGE BANK OF
SCHAUMBURG
1535 W. SCHAUMBURG RD
SCHAUMBURG, IL 60194



WHEN RECORDED MAIL TO:

HERITAGE BANK OF
SCHAUMBURG
1535 W. SCHAUMBURG RD
SCHAUMBURG, IL 60194

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: HERITAGE BANK OF SCHAUMBURG
1535 W SCHAUMBURG ROAD
SCHAUMBURG, IL 60194

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 1, 2000, BETWEEN BERNDT FETZER and KURT FETZER (referred to below as "Grantor"), whose address is 265 WEATHERSTONE, BARRINGTON, IL 60010; and HERITAGE BANK OF SCHAUMBURG (referred to below as "Lender"), whose address is 1535 W. SCHAUMBURG RD, SCHAUMBURG, IL 60194.

MORTGAGE. Grantor and Lender have entered into a mortgage dated November 29, 1995 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED DECEMBER 6, 1995 IN COOK COUNTY AS DOCUMENT NUMBER 95847274

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in COOK County, State of Illinois:

UNIT 6A IN BUILDING "A" IN SCHAUMBURG SOUTH CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 26 OF WELLINGTON COURT, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 1988 AS DOCUMENT 88598270 WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 90169758 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1025 W. WISE ROAD, SUITE 201, SCHAUMBURG, IL 60194. The Real Property tax identification number is 07-33-105-088-1006.

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

THIS MODIFICATION OF MORTGAGE EXTENDS THE MATURITY DATE FROM DECEMBER 1, 2000 TO NOW MATURE DECEMBER 1, 2005..

CONTINUING VALIDITY.. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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

Property of Cook County Clerk

29.50 528

12-01-2000
Loan No 11-3000866

MODIFICATION OF MORTGAGE
(Continued)

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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X *Berndt Fetzer*
BERNDT FETZER

X *Kurt Fetzer BY POWER OF ATTORNEY*
KURT FETZER

LENDER:

HERITAGE BANK OF SCHAUMBURG

By: *Anthony Adams*
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook) ss

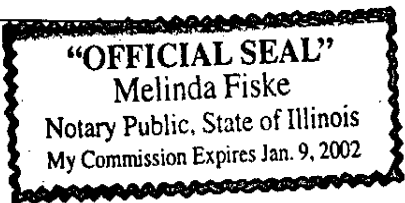
On this day before me, the undersigned Notary Public, personally appeared **BERNDT FETZER and KURT FETZER**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1st day of December, 2000.

By *Melinda Fiske* Residing at *1535 Schaumburg Rd.*

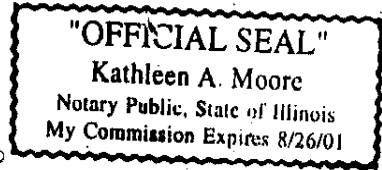
Notary Public in and for the State of Illinois

My commission expires 1-9-02



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
COUNTY OF Cook) ss



On this 1st day of December 20 00, before me, the undersigned Notary Public, personally appeared Anthony J. Diaston and known to me to be the Cul. Loan Officer, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By Kathleen P. Moore Residing at Schaumburg
Notary Public in and for the State of Illinois
My commission expires 8/26/01

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THIS CONDOMINIUM RIDER is made this 1st day of December, 2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to HERITAGE BANK OF SCHAUMBURG (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1025 W. WISE ROAD, SUITE 201, SCHAUMBURG, Illinois 60194

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

SCHAUMBURG SOUTH CONDOMINIUM

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower.

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Page 5 of 5

12-01-2000

Loan No 11-3000866

FNMA/FHLMC CONDOMINIUM RIDER

(Continued)

Page 2 of 2

secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Berndt Fetzer (Seal)
BERNDT FETZER Borrower

Kurt Fetzer (Seal)
KURT FETZER Borrower
By Power of Attorney

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