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07/17/0877 27 001 Page 1 of 4  
2001-11-05 09:29:00  
Cook County Recorder 27.50

RECORDATION REQUESTED BY:

OAK BROOK BANK  
OAK BROOK OFFICE  
1400 Sixteenth Street  
Oak Brook, IL 60523



0011034982

WHEN RECORDED MAIL TO:

OAK BROOK BANK  
OAK BROOK OFFICE  
1400 Sixteenth Street  
Oak Brook, IL 60523

Send To

Property of Cook County Clerk's Office

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

OAK BROOK BANK  
1400 Sixteenth Street  
Oak Brook, IL 60523

FIRST AMERICAN  
LENDERS ADVANTAGE

ORDER # <sup>Accom</sup> 89994

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 1, 2001, is made and executed between DAVID C. ONUOHA and JULIE U. ONUOHA; HIS WIFE, AS JOINT TENANTS (referred to below as "Grantor") and OAK BROOK BANK, whose address is 1400 Sixteenth Street, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 23, 1999 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE RECORDED JANUARY 4, 2000 AS DOCUMENT NUMBER 00004690.

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

LOT 24 IN BLOCK 5 IN BRITIGANWOOD SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE WEST 33 FEET THEREOF) AND THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF THE RIGHT OF WAY OF THE NORTH SHORE CHANNEL OF THE SANITARY DISTRICT IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5819 NORTH KIMBALL AVENUE, CHICAGO, IL 60659. The Real Property tax identification number is 13-02-413-013-0000.

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

THE INTEREST RATE IS CHANGED FROM A FIXED RATE OF 7.49% TO A VARIABLE RATE OF PRIME MINUS .55%; AND THE MATURITY DATE IS EXTENDED FROM DECEMBER 23, 2004 TO AUGUST 1, 2008.

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

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## MODIFICATION OF MORTGAGE

(Continued)

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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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 1, 2001.

GRANTOR:

x David C. Onuoha  
DAVID C. ONUOHA, Individually

x Julie U. Onuoha  
JULIE U. ONUOHA, Individually

LENDER:

x Andrea Dimonte  
Authorized Signer

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF DuPage

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) SS  
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On this day before me, the undersigned Notary Public, personally appeared **DAVID C. ONUOHA and JULIE U. ONUOHA**, 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 1<sup>st</sup> day of August, 20 01

By Sarah Lehman Residing at Oak Brook

Notary Public in and for the State of Illinois

My commission expires October 9, 2002

LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF DuPage

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) SS  
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On this 1<sup>st</sup> day of August, 2001 before me, the undersigned Notary Public, personally appeared Dec Dec Djindrich and known to me to be the AVP, 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 Sarah Lehman Residing at Oak Brook

Notary Public in and for the State of Illinois

My commission expires October 9, 2002

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## MODIFICATION OF MORTGAGE (Continued)

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