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REC/0005/81 001 Page 1 of 5

2001-11-27 13:02:35

Cook County Recorder 27.50

RECORDATION REQUESTED BY:

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



001112624

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

FIRST AMERICAN
LENDERS ADVANTAGE
ORDER # LA165999

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

OAK BROOK BANK
1400 Sixteenth Street
Oak Brook, IL 60523

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 1, 2001, is made and executed between WILLIAM A. WEAVER JR. and BARBARA DOWNING WEAVER, HUSBAND AND WIFE, NOT AS JOINT TENANTS OR TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY (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 September 10, 1998 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE RECORDED SEPTEMBER 18, 1998 AS DOCUMENT NUMBER 98836181 AND A MODIFICATION OF MORTGAGE DATED MARCH 10, 2000 AND RECORDED AS DOCUMENT NUMBER 99039586.

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

UNIT 24: THE EAST 26.00 FEET OF THE WEST 130.00 FEET OF THE NORTH 125.00 FEET OF LOT 7 OF OSCAR MAYERS RESUBDIVISION OF VARIOUS LOTS AND VACATED ALLEYS IN VARIOUS SUBDIVISIONS IN WEST HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED NOVEMBER 21, 1980 AS DOCUMENT 25677341 AND REGISTERED IN THE REGISTRARS OFFICE OF COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 331 GOETHE, CHICAGO, IL 60610. The Real Property tax identification number is 17-04-219-072 vol. 498.

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

PRINCIPAL AMOUNT OF THE LOAN IS INCREASED FROM \$185,000 TO \$210,000 AND THE MATURITY

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(Continued)

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DATE IS EXTENDED FROM MARCH 10, 2010 TO NOVEMBER 1, 2011. The interest rate of the loan is changed from Prime -.55% to Prime -.25%.

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.

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

GRANTOR:

x William A. Weaver Jr.
WILLIAM A. WEAVER JR., Individually

x Barbara Downing Weaver
BARBARA DOWNING WEAVER, Individually

LENDER:

x Dee Dee Givovich
Authorized Signer

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Property of Cook County Clerk's Office

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF DuPage)



On this day before me, the undersigned Notary Public, personally appeared **WILLIAM A. WEAVER JR. and BARBARA DOWNING WEAVER**, 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 November, 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)
) SS
COUNTY OF DuPage)



On this 1st day of November, 2001 before me, the undersigned Notary Public, personally appeared Dee Dee Djnovich 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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ALTA LOAN AND EXTENDED COVERAGE POLICY STATEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$210,000.00	11-01-2001	11-01-2011	702127			807	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Grantor: WILLIAM A. WEAVER JR.
BARBARA DOWNING WEAVER
331 GOETHE
CHICAGO, IL 60610

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

11112624

POLICY COMMITMENT NUMBER: _____ **LOAN NUMBER:** 702127

With respect to the land described in the above commitment number, the signatories herein make the following statements for the purpose of inducing the following named title insurance company to issue the subject title policies:

Name of Title Insurance Company: _____

Statement Of Seller(s)

The seller(s) certify that for the past two years no building permit has issued nor have any improvements to the subject land been made which could result in an increase in the assessed tax valuation of the subject land.

Statement of Seller(s) and Mortgagor(s)

The seller(s) and mortgagor(s) certify that, to the best of their knowledge and belief, no contracts for the furnishing of any labor or material to the land or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have or are to become attached to the land or any improvements thereof as fixtures, have been given or are outstanding that have not been fully performed and satisfied; and that no unrecorded leases to which the land may be subject are for more than a three-year term or contain an option to purchase, right of renewal or other unusual provisions, except as follows (if none, state "none" on reverse side if necessary):

Statement Of Mortgagor(s)

The mortgagor(s) certifies that the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same free of any time, and to insure the purchasers or pledgees thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

Date: 11-1-01

Individual Seller(s)

(Seal) (Seal)

Individual Mortgagor(s)

William A. Weaver Jr.
Barbara Downing Weaver
(Seal) (Seal)

Corporate Seller(s)

Corporate Mortgagor(s)

IN WITNESS WHEREOF _____ has caused these presents to be signed by its _____ President and attested by its _____ Secretary under its corporate seal on the above date.

IN WITNESS WHEREOF _____ has caused these presents to be signed by its _____ President and attested by its _____ Secretary under its corporate seal on the above date.

BY: _____
President

BY: _____
President

ATTEST: _____
Secretary

ATTEST: _____
Secretary

Lender's Disbursement Statement

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment number were ~~fully disbursed~~ ^{made available} to or on the order of the mortgagor on _____; and, to the best knowledge and belief of the undersigned, the proceeds are not to be used to finance the making of future improvements or repairs on the land.

Date: 11-1-01

Signature: *Sarah DeHman*