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2002-01-23 11:34:27

Cook County Recorder

25.00

RECORDATION REQUESTED BY:

**Heritage Community Bank** 18301 South Halsted Street Glenwood, IL 60425

WHEN RECORDED MAIL TO:

Heritage Community Bank 18301 South Halsted Street Glenwood, IL 60425

SEND TAX NOTICES TO:

Sadie Elders Eddie Elders 247 South Ellis

Glenwood, IL 60425

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Jennifer S. Brown, Commercial Banking Administrator

Heritage Community Bank 18301 South Halsted Street Genwood, IL 60425

#### MODIFICATION OF MORTGAGE

THIS Sadie Elders and Eddie Elders, her husband as joint tenants with right of survivorship, whose address is 247 South Ellis, Glenwood, IL 60425 (referred to below as "Grantor") and Heritage Community Bank, whose address is 18301 South Halsted Street, Glenwood, IL 6747.5 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 29, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on October 5, 1999 as document number 99939983.

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

LOTS 46 AND 47 AND THE SOUTH 4 FEET OF LOT 48 IN BLOCK 2 IN LINCOLN. FEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH AND EAST OF THE LAKE SHORE AND MICHIGAN SOUTHERN RAILROAD RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8507-09 S. Crandon Ave., Chicago, IL 60617. The Real Property tax identification number is 20-36-420-002 Vol. 273

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

Adjust the interest rate from 9.90% repricing every 5 years at 4.35% over the 5 year Treasury to 7.50% repricing every 3 years at 2.50% over Heritage Community Bank Base Rate; Increase the principal balance by \$5,000.00 to roll the modification fee into the note; Adjust the monthly principal and interest payments from \$1,590.27 to \$1,532.09 for the remaining term of 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



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# MODIFICATION OF MORTGAGE (Continued)

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 AM GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED 01-08-2002.

County Clark's Office

**GRANTOR:** 

Sadie Elders, Individually

Eddie Elders, Individually

LENDER:

Authorized Signer

20000193

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# UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACK	NOWLEDGMENT	
STATE OF	· )	
	) SS	
COUNTY OF COOK	)	
On this day before me, the undersigned Notary Public, proceedings and the individuals described in and who exthat they signed the Medification as their free and volumentioned.	ecuted the Modification of Mortgage, and acknowntary act and deed, for the uses and purposes $+\cap$	wledged therein
Given under my hand and official seal this	day of Lanuary, 20	02
By Shelt Orbera	Residing at Glenwood, 1L	
Notary Public in and for the State of		
My commission expires 8 11 04	OFFICIAL SEAL APRIL BARBERA NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:08/11/04	
LENDER ACKN	OWLEDGMENT	<u></u>
STATE OF		,
COOK	) ss )	
On this day of day of day of anuary Public, personally appeared margaret C. Pa authorized agent for the Lender.	before me, the undersigned and known to me to be the	I Notary
acknowledged said instrument to be the free and volunt the Lender through its board of directors or otherwise, for stated that he or she is authorized to execute this said in the control of the control	ary act and deed of the said Lender, duly author the uses and purposes therein mentioned, and	rized by on oath
of said Lender!  By Dul Grbus	Residing at Glenwood 1L	
Notary Public in and for the State of		
My commission expires 8 11 04	OFFICIAL SEAL APRIL BARBERA NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 08/11/04	

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MODIFICATION OF MORTGAGE (Continued)

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