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1829/0221 48 001 Page 1 of 4
2002-02-11 14:53:34
Cook County Recorder 27.50

RECORDATION REQUESTED BY:
FIRST MIDWEST BANK
TINLEY PARK MAIN
300 PARK BOULEVARD
SUITE 400
ITASCA, IL 60143



0020172783

WHEN RECORDED MAIL TO:
First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502



Br # 312 off # 3427
78905-1

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

First Midwest Bank
300 N. Hunt Club Road
Gurnee, IL 60031

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 1, 2002, is made and executed between ROGER SMIGLA and MICHAEL R. ANDERSON, whose address is 11550 S. PULASKI ROAD, ALSIP, IL 60803 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is 300 PARK BOULEVARD, SUITE 400, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 23, 1997 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED ON JUNE 26, 1997 AS DOCUMENT #97459406 IN COOK COUNTY.

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

LOT 6 IN BLOCK 17 IN ARTHUR T. MCINTOSH AND COMPANY'S FIRST ADDITION TO GARDEN HOMES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1930, AS DOCUMENT NUMBER 12375878, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 11550 S. PULASKI ROAD, ALSIP, IL 60803. The Real Property tax identification number is 24-22-406-013

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

TO DELETE THE SENTENCE "THE MATURITY DATE OF THIS MORTGAGE IS JULY 1, 1995" IN THE DEFINITION OF 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

BATCH

1 of 11

SVH
Emmy

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MODIFICATION OF MORTGAGE

Loan No: 1

(Continued)

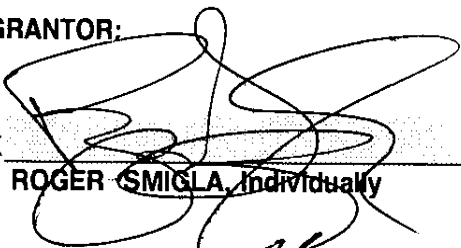
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in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers 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.

TAX AND INSURANCE RESERVES. Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default as described below.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 1, 2002.

GRANTOR:

X 

ROGER SMIGLA, Individually

X 

MICHAEL R. ANDERSON, Individually

LENDER:

X 

Valerie Pietre
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 1

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill)
) SS
COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **ROGER SMIGLA**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4th day of Jan, 2002

By RE Smith Residing at Palos Hts

Notary Public in and for the State of Ill

My commission expires 5-27-04



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill)
) SS
COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **MICHAEL P. ANDERSON**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4th day of Jan, 2002

By RE Smith Residing at Palos Hts

Notary Public in and for the State of Ill

My commission expires 5-27-04



LENDER ACKNOWLEDGMENT

STATE OF Ill)
) SS
COUNTY OF Cook)

On this 7th day of Jan, 2002 before me, the undersigned Notary Public, personally appeared DARLENE PIETRO and known to me to be the COMMERCIAL 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 *C Cheryl J Kennelly* Residing at *Tinley Park*

Notary Public in and for the State of *Ill*

My commission expires *5-6-03*



Cook County Clerk's Office

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