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2002-02-20 09:25:20

Cook County Recorder

25.50

RECORDATION REQUESTED BY:  
NORTH SHORE COMMUNITY  
BANK & TRUST  
1145 WILMETTE AVENUE  
WILMETTE, IL 60091



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WHEN RECORDED MAIL TO:  
NORTH SHORE COMMUNITY  
BANK & TRUST  
1145 WILMETTE AVENUE  
WILMETTE, IL 60091

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

O'Connor Title  
Services, Inc.

Jamie Kane  
NORTH SHORE COMMUNITY BANK & TRUST  
1145 WILMETTE AVENUE  
WILMETTE, IL 60091

#

2049-063

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated February 8, 2002, is made and executed between W. Stewart Roberts II and Deborah S. Roberts, AS TENANTS BY THE ENTIRETY, whose address is 521 Central Avenue, Wilmette, IL 60091 (referred to below as "Grantor") and NORTH SHORE COMMUNITY BANK & TRUST, whose address is 1145 WILMETTE AVENUE, WILMETTE, IL 60091 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 26, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded February 6, 2001 as document #0010100759.

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

LOT 6 IN BLOCK 19 IN DINGEE'S ADDITION TO WILMETTE VILLAGE IN SECTION 26, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 521 Central Avenue, Wilmette, IL 60091. The Real Property tax identification number is 05-34-212-003-0000

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

The principal and lien amount is being increased to \$307,000.00.

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

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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 FEBRUARY 8, 2002.

GRANTOR:

*[Signature]*  
W. Stewart Roberts, Individually

LENDER:

*[Signature]*  
Deborah S. Roberts, Individually

Authorized Signer

*[Signature]*

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

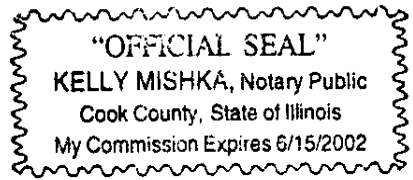
On this day before me the undersigned Notary Public, personally appeared **W. Stewart Roberts II and Deborah S. Roberts**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and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

Given under my hand and official seal this 8th day of February, 2002

By Kelly Mishka Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires 6/15/2002



LENDER ACKNOWLEDGMENT

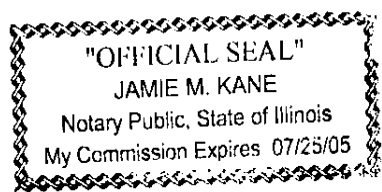
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 8th day of February, 2002 before me, the undersigned Notary Public, personally appeared Ann Tyler and known to me to be the VICE Presidents, 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 Jamie Kane Residing at Wilmette, IL 60091

Notary Public in and for the State of IL

My commission expires 7/25/05



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**MODIFICATION OF MORTGAGE  
(Continued)**