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2002-03-11 08:18:19
Cook County Recorder 27.50

RECORDATION REQUESTED BY:

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



WHEN RECORDED MAIL TO:

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

Send To

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 # 101388

488

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 7, 2001, is made and executed between NATHAN SCHWARTZ and BEVERLY SCHWARTZ; 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 7, 1996 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE RECORDED DECEMBER 11, 1996 AS DOCUMENT NUMBER 96935512.

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

LOT 46 IN MERRIE GREEN SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON SEPTEMBER 13, 1962 AS DOCUMENT NUMBER 2347244.

The Real Property or its address is commonly known as 2511 NORTH BRIGHTON PLACE, ARLINGTON HEIGHTS, IL 60004. The Real Property tax identification number is 03-17-201-015

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

THE INTEREST RATE OF THE LOAN SECURED BY THE MORTGAGE IS CHANGED FROM PRIME MINUS .50% TO PRIME MINUS .25%; AND THE MATURITY DATE IS EXTENDED FROM DECEMBER 7, 2001 TO DECEMBER 7, 2011.

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

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MODIFICATION OF MORTGAGE

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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 DECEMBER 7, 2001.

GRANTOR:

x *Nathan Schwartz*
NATHAN SCHWARTZ, Individually

x *Beverly Schwartz*
BEVERLY SCHWARTZ, Individually

LENDER:

x *DeDe Dymovich*
Authorized Signer

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF DuPage



On this day before me, the undersigned Notary Public, personally appeared **NATHAN SCHWARTZ** and **BEVERLY SCHWARTZ, HIS WIFE, AS JOINT TENANTS**, 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 7th day of December, 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



On this 7th day of December, 2002 before me, the undersigned Notary Public, personally appeared Dec Dec Djindich 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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