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3074/0022 25 001 Page 1 of 3  
2002-04-11 08:51:02  
Cook County Recorder 25.50

**RECORDATION REQUESTED BY:**

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



0020414631

**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 # 109521

3/10

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated January 29, 2002, is made and executed between THOMAS R. HAMILTON and PATRICIA A. HAMILTON; 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 January 29, 1997 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**MORTGAGE RECORDED FEBRUARY 3, 1997 AS DOCUMENT NUMBER 97 074 162.**

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

LOT 7, BLOCK 7 IN CHARLES V. MCERLEAN'S SECOND 95TH STREET, SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9624 SOUTH KILDARE AVENUE, OAK LAWN, IL 60453. The Real Property tax identification number is 24-10-206-016

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

**THE INTEREST RATE OF THE LOAN IS DECREASE FROM PRIME TO PRIME MINUS .25; AND THE MATURITY DATE OF THE MORTGAGE IS EXTENDED FROM JANUARY 29, 2002 TO JANUARY 29, 2012.**

**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

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## MODIFICATION OF MORTGAGE

(Continued)

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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 JANUARY 29, 2002.**

GRANTOR:

X Thomas R. Hamilton  
THOMAS R. HAMILTON, individually

X Patricia A. Hamilton  
PATRICIA A. HAMILTON, individually

LENDER:

X Dee Dee Amovich  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )

) SS

COUNTY OF DuPage )



On this day before me, the undersigned Notary Public, personally appeared **THOMAS R. HAMILTON and PATRICIA A. HAMILTON, 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 29<sup>th</sup> day of January, 20 02

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 29<sup>th</sup> day of January, 2002 before me, the undersigned Notary Public, personally appeared Dec Dee Synovich 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

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