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2002-06-19 11:01:59  
Cook County Recorder 29.50

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST AMERICAN  
LENDERS ADVANTAGE

ORDER # 117679

OAK BROOK BANK  
1400 Sixteenth Street  
Oak Brook, IL 60523

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JK

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 22, 2002, is made and executed between CATHERINE M. BERGER AND THOMAS J. BERGER, AS TRUSTEES UNDER THE CATHERINE M. BERGER LIVING TRUST DATED SEPTEMBER 10, 1998 (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 May 22, 1997 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE RECORDED MAY 28, 1997 AS DOCUMENT NUMBER 97375232.

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

THE EAST 1/2 OF LOT 375 IN BLOCK 7 IN THE 2ND ADDITION OF RIVERSIDE IN THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 135 LAWTON ROAD, RIVERSIDE, IL 60546. The Real Property tax identification number is 15-36-303-079 VOLUME NUMBER: 186

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

THE INTEREST RATE OF THE LOAN IS CHANGED FROM PRIME MINUS .50% TO PRIME MINUS .51%; AND THE MATURITY DATE OF THE MORTGAGE IS EXTENDED FROM MAY 22, 2002 TO MAY 22, 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 MAY 22, 2002.**

GRANTOR:

CATHERINE M. BERGER AND THOMAS J. BERGER, AS TRUSTEES  
UNDER THE CATHERINE M. BERGER LIVING TRUST DATED  
SEPTEMBER 10, 1998

By: Catherine M. Berger  
Authorized Signer for CATHERINE M. BERGER AND THOMAS  
J. BERGER, AS TRUSTEES UNDER THE CATHERINE M.  
BERGER LIVING TRUST DATED SEPTEMBER 10, 1998

By: Thomas J. Berger  
Authorized Signer for CATHERINE M. BERGER AND THOMAS  
J. BERGER, AS TRUSTEES UNDER THE CATHERINE M.  
BERGER LIVING TRUST DATED SEPTEMBER 10, 1998

LENDER:

x Dee Dee D'Inovich  
Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

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### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF DuPage )

On this 22<sup>nd</sup> day of May, 2002 before me, the undersigned Notary Public, personally appeared Catherine M. Berger and Thomas J. Berger, as trustees under the Catherine M. Berger Living Trust dated September 10, 1998, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the and acknowledged the to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this and in fact executed the on behalf of the trust.

By Sarah Lehman Residing at Oak Brook

Notary Public in and for the State of Illinois

My commission expires April 15, 2006



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## MODIFICATION OF MORTGAGE

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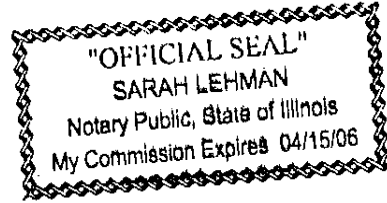
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### LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF DuPage

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) SS  
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On this 22<sup>nd</sup> day of May, 2002, before me, the undersigned Notary Public, personally appeared Dee Dee Djinovich 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 April 15, 2006

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DuPage County Clerk's Office

**WAIVER OF HOMESTEAD EXEMPTION**

I am signing this Waiver of Homestead Exemption for the purpose of expressly releasing and waiving rights and benefits of the homestead exemption laws of the State of Illinois as to all debts secured by this Mortgage. I understand that I have no liability for any of the affirmative covenants in this Mortgage.

x Catherine M. Berger  
CATHERINE M. BERGER, Individually

x Thomas J. Berger  
THOMAS J. BERGER, Individually

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**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Illinois )  
 ) SS  
COUNTY OF DuPage )



On this day before me, the undersigned Notary Public, personally appeared **CATHERINE M. BERGER** and **THOMAS J. BERGER**, to me known to be the individuals described in and who executed the Waiver of Homestead Exemption, and acknowledged that they signed the Waiver of Homestead Exemption as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22<sup>nd</sup> day of May, 20 02

By Sarah Lehman Residing at Oak Brook

Notary Public in and for the State of Illinois

My commission expires April 15, 2006

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