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2002-05-30 09:27:05  
Cook County Recorder 27.00



0020607595

RECORDATION REQUESTED BY:  
Continental Community Bank  
and Trust Company  
2430 W. Indian Trail  
Aurora, IL 60506-1568

WHEN RECORDED MAIL TO:  
Continental Community Bank  
and Trust Company  
2430 W. Indian Trail  
Aurora, IL 60506-1568

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Josephine P. Paterkiewicz, Document Specialist  
Continental Community Bank and Trust Company  
2430 W. Indian Trail  
Aurora, IL 60506-1568

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated April 6, 2002, is made and executed between Fifth Third Bank, not personally but as Trustee on behalf of Fifth Third Bank, as successor Trustee to Suburban Trust and Savings Bank, u/t/a dated October 11, 1979 and known as Trust Number 3229, whose address is 640 Pasquinelli Drive, Westmont, IL 60559 (referred to below as "Grantor") and Continental Community Bank and Trust Company, whose address is 2430 W. Indian Trail, Aurora, IL 60506-1568 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 6, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on May 7, 2001 as Document Number 0010379062.

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

THE NORTH 38 FEET OF LOT 3 IN BLOCK 7 IN WILLIAM B WALRATH'S SUBDIVISION OF PART OF THE WEST 17 CHAINS AND 2 LINKS OF SECTION 10, 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 420 South 22nd Avenue, Bellwood, IL 60104. The Real Property tax identification number is 15-10-302-016-0000.

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

The definition of the Note secured by said Mortgage shall be amended and restated as follows:

The word "Note" shall mean a Change In Terms Agreement ("Agreement") dated April 6, 2002, in the original principal amount of \$25,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Agreement. The interest rate on the Agreement is a variable interest rate based upon an index. The index currently is 4.750% per annum. Payments on the Agreement are to be made in accordance with the following payment schedule: in one

BOX 333-CW

D111193 Danada

Handwritten initials: H and CE

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Property of Cook County Clerk

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FIFTH THIRD BANK, AS SUCCESSOR TRUSTEE TO SUBURBAN TRUST AND SAVINGS BANK, U/T/A DATED OCTOBER 11, 1979 AND KNOWN AS TRUST NUMBER 3229 & NOT PERSONALLY.

BY: *Tom Jucala* Land Trust Officer

Authorized Signer for Fifth Third Bank, as successor Trustee to Suburban Trust and Savings Bank, u/t/a dated October 11, 1979 and known as Trust Number 3229

LENDER:

*Tom Jucala*  
Authorized Signer

GRANTOR:

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 6, 2002.

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 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.

payment of all outstanding principal plus all accrued unpaid interest on June 6, 2003. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning May 6, 2002, with all subsequent interest payments to be due on the same day of each month after that. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law.

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 400000575

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### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF DuPage )

On this 17th day of April, 2002 before me, the undersigned Notary Public, personally appeared Nancy Fudala, Land Trust Officer,

, 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 Carol Pratali Residing at 640 Pasquinelli Drive  
Westmont, Illinois 60559

Notary Public in and for the State of Illinois

My commission expires 11-17-03

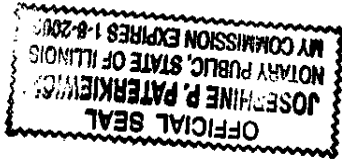


Deputy Cook County Clerk's Office

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Property of Cook County



My commission expires 01-08-2008

Notary Public in and for the State of Illinois

By Josephine P. Paterkiewicz

Residing at 16335 Rookery Drive  
Oak Hill, IL 60455

of said Lender.

stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by President, authorized agent for the Lender that executed the within and foregoing instrument and

Public, personally appeared John G. Wolszanski and known to me to be the Vice President of said Lender, on this 17th day of May, 2007 before me, the undersigned Notary

STATE OF Illinois )  
COUNTY OF Kane )  
)  
) SS )  
)

LENDER ACKNOWLEDGMENT