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Cook County Recorder

2002-08-13 15:39:23 25.50

RECORDATION REQUESTED BY:

Broadway Bank 5960 N Broadway Chicago, IL 60660 0020887390

WHEN RECORDED MAIL TO: **Broadway Bank** 5960 N Broadway

Chicago, IL 60660

SEND TAX NOTICES TO:

Broadway Bank 5960 N Broadway Chicago, IL 60660

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Real Estate Index F1006485

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 1, 2002, is made and executed between RUSSELL W. BRENDER (SSN:347-44-4706), whose address is 10620 TOWER DRIVE, ORLAND PARK, IL 60462 and KIMBERLY J. BRENDER (SSN:397-76-8571), HIS WIFE, AS TENANTS BY THE ENTIRETY, whose address is 10620 TOWER DRIVE, ORLAND PARK, IL 60462 (referred to below as "Grantor") and Broadway Bank, whose address is 5960 N Broadway, Chicago, IL 60660 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 20, 2001 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED ON JULY 3, 2001 IN THE OFFICE OF COOK COUNTY RECORDERS OFFICE AS DOCUMENT #0010588385.

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

LOT 18 IN HUGUELET & HOLLY'S MUIRFIELD SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 10620 TOWER DRIVE, ORLAND PARK, IL 60467. The Real Property tax identification number is 27-29-205-020-0000

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

INDEBTEDNESS (MAXIMUM LIEN AMOUNT): AT NO TIME SHALL THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THIS MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE, EXCEED THE NOTE AMOUNT OF \$1,060,000.00.

THE FOLLOWING MORTGAGE HAS BEEN MODIFIED AS FOLLOWS: 1.) THE MATURITY DATE IS EXTENDED TO AUGUST 6, 2003. 2.) THE PRINCIPAL AMOUNT OF THE NOTE HAS BEEN INCREASED TO \$530,000.00 (CURRENT PRINCIPAL BALANCE OF \$499,599.54 AND ADDITIONAL CASH OUT OF \$30,400.46). 3.) THE MONTHLY PAYMENT HAS BEEN CHANGED FROM \$4,631.16 MONTHLY PRINCIPAL MONTHLY PRINCIPAL AND INTEREST. 4.) ALL OTHER TERMS AND **AND INTEREST TO \$4,909.22**

MODIFICATION OF MORTGAGE (Continued)

Coan No: 308435

CONDITIONS REMAIN THE SAME.....

CONTINUIG 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 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 the 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 pelow acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing pelow acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing pelow acknowledge that this Modification is given conditionally, based on the representation to be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWI ED SES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE IS DATED MORTGAGE AND GRANTOF AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 1, 2002.

THIS MODIFICATION IS GIVEN JAIDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE SEFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

Stoppen of Coot

:ЯОТИАЯЭ

KIMBERLY J. BRENDER (SSN:397-76-8571), Individually

RUSSELLYW. BRENDER (SSN:347-44-4706), Individually

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(Seal)

Authorized Signer

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Loan No: 308435

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INDIVIDUA	LACKNOWLEDGMENT
STATE OF /UNOIS)
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COUNTY OF LOUNTY)
(SSN:347-44-4706) and KIMBERLY J. BRENI	ptary Public, personally appeared RUSSELL W. BRENDER (SSN:397-76-8571), to me known to be the individuals of Mortgage, and acknowledged that they signed the Modification
as their free and voluntary account deed, for the us	es and purposes therein mentioned.
Given under my hand and official seal this	67# day of 466057 , 20 02
By Joshia Mingowell	Residing at 5960 N. BROADUSA
Notary Public in and for the State of	1015
My commission expires 6-28-04	// /***************
	SOPHIA MIHOPOULOS
	MOTARY PURLIC, STATE OF ILLINOIS MY COMMERSION EXPERSE:06/28/04
LENDER ACKNOWLED SMENT	
•	9
STATE OF # # Ilinois	
) \$\$
COUNTY OF COOK	
	$O_{\mathcal{E}}$
On this day of	2002 before me, the undersigned Notary
Public, personally appeared	ender that executed the within and foregoing instrument and
acknowledged said instrument to be the free and v	oluntary act and deed of the said Lender, duly authorized by the for the uses and purposes therein mentioned, and on oath stated
that he or she is authorized to execute this said i	nstrument and that the seal affixed is the corporate seal of said
By Louis June	Residing at Illinais
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	nocs summer
My commission expires 7/18/05	OFFICIAL SEAL
• -	GLORIA SGUROS NOTARY PABLIC, STATE OF ILLINOIS
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(Continued)

MODIFICATION OF MORTGAGE

Loan No: 308435

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Property of Cook County Clerk's Office

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