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3666/0024 54 001 Page 1 of 3

2002-12-09 07:39:53

Cook County Recorder

28.50

RECORDATION REQUESTED BY:

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



0021352664

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:

OAK BROOK BANK
1400 Sixteenth Street
Oak Brook, IL 60523

FIRST AMERICAN TITLE

ORDER # 130269

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sw

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 30, 2002, is made and executed between DAVID B. SPITULNIK and DIANA M. COHEN; HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY (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 August 30, 1997 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE RECORDED SEPTEMBER 9, 1997 AS DOCUMENT NUMBER 97662279.

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

LOT 3 (EXCEPT THE EAST 5 FEET THEREOF) AND THE EAST 20 FEET OF LOT 2 (EXCEPT THE NORTH 43 FEET THEREOF) IN SCHULTZ' RESUBDIVISION OF LOTS 17, 18, 19 AND 20 IN BLOCK 3 OF ALEX MCDANIEL'S ADDITION TO EVANSTON, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF EWING'S ADDITION AND WEST OF COUNTY ROAD, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2709 PAYNE STREET, EVANSTON, IL 60201. The Real Property tax identification number is 10-11-415-021 VOLUME NO. 52

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

THE INTEREST RATE OF THE LOAN IS DECREASED FROM PRIME MINUS .50% TO PRIME MINUS .51%; AND THE MATURITY DATE OF THE MORTGAGE IS EXTENDED FROM AUGUST 30, 2002 TO AUGUST 30, 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

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MODIFICATION OF MORTGAGE

(Continued)

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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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 30, 2002.

GRANTOR:

X 
DAVID B. SPITULNIK, Individually

X 
DIANA M. COHEN, Individually

LENDER:

X 
Authorized Signer

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MODIFICATION OF MORTGAGE 21352664

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF DuPage)



On this day before me, the undersigned Notary Public, personally appeared **DAVID B. SPITULNIK and DIANA M. COHEN, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY**, 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 30rd day of August, 2002

By Sarah Lehman Residing at Oak Brook

Notary Public in and for the State of Illinois

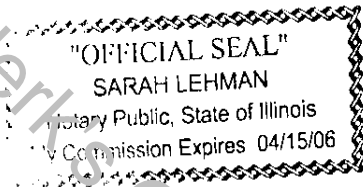
My commission expires April 15, 2006

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF DuPage)



On this 30rd day of August 2002 before me, the undersigned Notary Public, personally appeared Paul Zeake and known to me to be the VP, 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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MODIFICATION OF MORTGAGE (Continued)

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