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RECORDATION REQUESTED BY:
ALLEGIANCE COMMUNITY
BANK
8001 W. 183RD STREET
TINLEY PARK, IL 60477

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2003-01-03 12:58:27
Cook County Recorder 30.50



WHEN RECORDED MAIL TO:
ALLEGIANCE COMMUNITY
BANK
8001 W. 183RD STREET
TINLEY PARK, IL 60477

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
MARKHAM OFFICE

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

ALLEGIANCE Community Bank
8001 W. 183rd Street
Tinley Park, IL 60477

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 5, 2002, is made and executed between JAMES J. NASH and JUDITH R. NASH, MARRIED TO EACH OTHER (referred to below as "Grantor") and ALLEGIANCE COMMUNITY BANK, whose address is 8001 W. 183RD STREET, TINLEY PARK, IL 60477 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 5, 2001 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

OCTOBER 23, 2001 AS DOCUMENT NO. 0010988629 AND RE-RECORDED APRIL 24, 2002 AS DOCUMENT NO. 0020466719 IN THE COOK COUNTY RECORDER OF DEEDS OFFICE.

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

UNITS 2, 3 AND 4 IN COURTYARD CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN MACINTOSH SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY HERITAGE TRUST COMPANY, AN ILLINOIS BANKING CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 21, 1991 KNOWN AS TRUST NUMBER 91-4373 AND RECORDED AS DOCUMENT 92632783 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 7803-07 WEST 159TH STREET, ORLAND PARK, IL 60462. The Real Property tax identification number is 27-24-110-034-1002 AND 27-24-110-034-1003 AND 27-24-110-034-1004

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

THE ORIGINAL PROMISSORY NOTE DATED OCTOBER 5, 2001, ORIGINALLY MATURING ON OCTOBER 5, 2002, IN THE ORIGINAL AMOUNT OF \$20,000.00 FROM JAMES J. NASH AND JUDITH R. NASH TO

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Property of Cook County Clerk's Office

MODIFICATION OF MORTGAGE

(Continued)

ALLEGIANCE COMMUNITY BANK, IS MODIFIED AS FOLLOWS: PRINCIPAL AND INTEREST PAYMENTS WILL BE DUE MONTHLY COMMENCING NOVEMBER 5, 2002 UNTIL MATURITY ON OCTOBER 5, 2003. ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 5, 2002.

GRANTOR:

X James J. Nash
JAMES J. NASH, Individually

X Judith R. Nash
JUDITH R. NASH, Individually

LENDER:

X Mark Culson
Authorized Signer

Cook County Clerk's Office

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MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **JAMES J. NASH** and **JUDITH R. NASH**, 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 5th day of October, 2002

By Marilyn T. Carlsson Residing at Tinley Park
Notary Public in and for the State of Illinois

My commission expires 7-28-02



LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 5th day of October, 2002 before me, the undersigned Notary Public, personally appeared MARILYN CARLSSON and known to me to be the LOAN OFFICER, 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 Cristina Andrade Residing at _____
Notary Public in and for the State of IL

My commission expires 11-9-02

