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2003-01-07 10:14:06

Cook County Recorder 30.50

RECORDATION REQUESTED BY:

First National Bank of
LaGrange
620 W. Burlington Ave.
La Grange, IL 60525



0030025829

WHEN RECORDED MAIL TO:

FNBLG Central Loan Ops
PO Box 190
LaGrange, IL 60525

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Central Loan Operations
First National Bank of LaGrange
620 W. Burlington Avenue
LaGrange, IL 60525

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 1, 2002, is made and executed between Jerry D Shay, not personally but as Trustee on behalf of The Jerry Shay Trust dated June 4, 1993; and Elizabeth Anne Swatek Shay, not personally but as Trustee on behalf of The Elizabeth Anne Swatek Shay Trust dated June 4, 1993 (referred to below as "Grantor") and First National Bank of LaGrange, whose address is 620 W. Burlington Ave., La Grange, IL 60525 (referred to below as "Lender")

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 24, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 2/21/2002 as Document #0020205778.

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

PARCEL ONE: UNIT 5115 CREEK DRIVE IN COMMONWEALTH IN THE VILLAGE, A CONDOMINIUM, AS DELINEATED ON THE SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN COMMONWEALTH IN THE VILLAGE UNIT 1, UNIT 2 AND UNIT 3 A RESIDENTIAL PLANNED UNIT DEVELOPMENT, BEING A RESUBDIVISION LOCATED IN PART OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED TO EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED OCTOBER 29, 1993 AS DOCUMENT 93877638, AS AMENDED FROM TIME TO TIME, COOK COUNTY, ILLINOIS, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION.; PARCEL TWO: NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 CREATED IN THE PLAT OF COMMONWEALTH IN THE VILLAGE UNIT 1 AND UNIT 2, A RESIDENTIAL PLANNED UNIT DEVELOPMENT, OVER, UPON AND ACROSS OUTLOT "A" THEREOF, RECORDED DECEMBER 29, 1992 AS DOCUMENT NUMBERS 92980475 AND 92980476 AND RE-RECORDED MARCH 3, 1995 AS DOCUMENT NUMBERS 95148097 AND 95148908.

The Real Property or its address is commonly known as 5115 Creek Drive, Western Springs, IL 60558. The

Handwritten signature/initials

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 16957

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Real Property tax identification number is 18-07-400-062-0000

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

Change interest rate from 6.125% to 5.125%.

Change payment from \$911.42 to \$820.30.

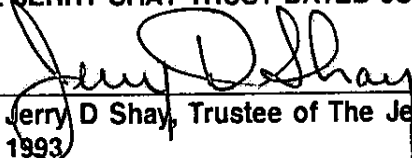
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 NOVEMBER 1, 2002.

GRANTOR:

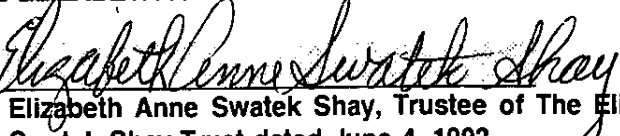
THE JERRY SHAY TRUST DATED JUNE 4, 1993

By:


Jerry D Shay, Trustee of The Jerry Shay Trust dated June 4,
1993

THE ELIZABETH ANNE SWATEK SHAY TRUST DATED JUNE 4, 1993

By:


Elizabeth Anne Swatek Shay, Trustee of The Elizabeth Anne
Swatek Shay Trust dated June 4, 1993

LENDER:

X


Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 16957

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TRUST ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF DuPage)

On this 1st day of November, 2002 before me, the undersigned Notary Public, personally appeared Jerry D Shay, Trustee of The Jerry Shay Trust dated June 4, 1993, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification 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 is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Bridget Shockey Residing at _____

Notary Public in and for the State of _____

My commission expires 5/08/04

TRUST ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF DuPage)

On this 1st day of November, 2002 before me, the undersigned Notary Public, personally appeared Elizabeth Anne Swatek Shay, Trustee of The Elizabeth Anne Swatek Shay Trust dated June 4, 1993, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification 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 is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Bridget Shockey Residing at _____

Notary Public in and for the State of _____

My commission expires 5/08/04

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 16957

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LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF DuPage)

On this 1st day of November, 2002 before me, the undersigned Notary Public, personally appeared P. Kevin McLaughlin and known to me to be the Vice President 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 Budget Shockey Residing at _____

Notary Public in and for the State of _____

My commission expires 5/08/04

NOTARIAL SEAL
BUDGET SHOCKEY
NOTARY PUBLIC, STATE OF ILLINOIS