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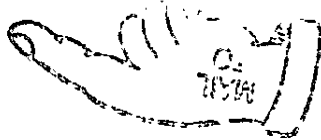
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2003-01-31 10:19:21
Cook County Recorder 32.50

RECORDATION REQUESTED BY:
Park Federal Savings Bank
Pulaski Office
5400 South Pulaski Road
Chicago, IL 60632



WHEN RECORDED MAIL TO:
Park Federal Savings Bank
Pulaski Office
5400 South Pulaski Road
Chicago, IL 60632



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Debra Fey, Loan Administrator
Park Federal Savings Bank
5400 South Pulaski Road
Chicago, IL 60632

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 12, 2002, is made and executed between John A. Miller, not personally but as Trustee under provision of the John A. Miller Living Trust dated May 1, 2001, whose address is 6616 Pondview Dr., Tinley Park, IL 60477 (referred to below as "Grantor") and Park Federal Savings Bank, whose address is 5400 South Pulaski Road, Chicago, IL 60632 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 23, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded June 13, 2001 in the Cook County Recorder's Office as Document Number 0010515534.

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

PARCEL 1:

THE NORTH 39.00 FEET OF THAT PART OF LOT 18 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 18; THENCE NORTH 00 DEGREES, 00 MINUTES, 35 SECONDS EAST 32.54 FEET ALONG THE EAST LINE OF SAID LOT 18, THENCE NORTH 89 DEGREES, 59 MINUTES, 25 SECONDS WEST 12.63 FEET TO THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES, 59 MINUTES, 25 SECONDS WEST 91.00 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 35 SECONDS EAST 114.00 FEET THENCE SOUTH 89 DEGREES, 59 MINUTES, 25 SECONDS EAST 8.00 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 35 SECONDS EAST 39.00 FEET; THENCE SOUTH 89 DEGREES, 59 MINUTES, 25 SECONDS EAST 83.00 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 35 SECONDS WEST 153.00 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING IN SOUTH POINTE PHASE 2, BEING A SUBDIVISION IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

SY-
P5-
MN

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DECEMBER 12, 2002.

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

RELEASE DEED RECORDING FEE. Upon loan payoff, a fee to record the Release Deed Document will be included in the final amount due. The amount collected will correspond with the amount charged by the applicable County Recorder's Office at the time of payoff.

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 endorses 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.

WHEREAS, the undersigned executed and delivered to the PARK FEDERAL SAVINGS BANK, a Note secured by a mortgage, or other instrument, to said institution, or for its benefit, recorded in the Recorder's Office of Cook County, Illinois, as Document Number 0010515534 dated the 23rd day of May, 2001, for an original sum of One Hundred Thirty One Thousand Dollars and 00/100 Cents (\$131,000.00) which provides for additional advances to be secured by said instrument as a first lien; therefore, it is agreed that an additional advance shall be made upon said Note in the sum of One Thousand Five Hundred Thirty One Dollars and 01/100 Cents (\$1,531.01) to be charged to loan account known as Loan Number 0303114102 upon the books of said institution. It is agreed that the total unpaid balance of said indebtedness at this date is One Hundred Twenty Eight Thousand Eight Hundred Eighteen Dollars and 99/100 Cents (\$128,818.99) and that the total unpaid balance, including this additional advance, will be One Hundred Thirty Three Thousand Three Hundred Fifty Dollars and 00/100 Cents (\$130,350.00) and that principal and interest payments will be continued at One Thousand and Seventy Three Dollars and 73/100 Cents (\$1,073.73) beginning January 1, 2003. Future interest upon said entire indebtedness shall be as follows: Five and Five Eighths Percent (5.625%) per annum beginning December 12, 2002. Your term will change to 180 months to maturity. The remaining principal balance and interest will be due and payable December 1, 2017. All other terms and conditions of the original Note and Mortgage remain the same.

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

The Real Property or its address is commonly known as 6616 Pondview Dr., Tinley Park, IL 60477. The Real Property tax identification number is 31-06-208-031-0000

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN THE DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR SOUTH POINTE TOWNHOMES RECORDED APRIL 8, 1996 AS DOCUMENT 96261552, AS AMENDED, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 0303114102

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GRANTOR:

JOHN A. MILLER AS TRUSTEE OF THE JOHN A. MILLER LIVING TRUST
DATED MAY 1, 2001

By: John A. Miller
John A. Miller, Trustee of John A. Miller as trustee of the
John A. Miller Living Trust dated May 1, 2001

By: John A. Miller
Authorized Signer for John A. Miller as trustee of the John A.
Miller Living Trust dated May 1, 2001

LENDER:

X Debra I. Fey
Authorized Signer

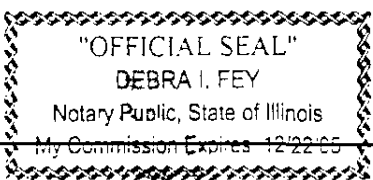
TRUST ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Cook

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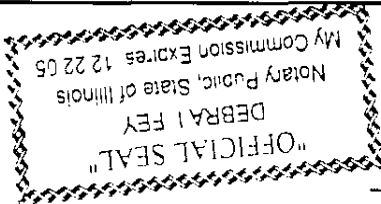
On this 12th day of December, 2002 before me, the undersigned Notary Public, personally appeared **John A. Miller, Trustee of John A. Miller as trustee of the John A. Miller Living Trust dated May 1, 2001**, and known to me to be an authorized trustee or agent of the trust that executed the Modification 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 Debra I. Fey Residing at Chicago
Notary Public in and for the State of Illinois
My commission expires 12/22/05



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Property of Cook County



My commission expires 12/22/05

Notary Public in and for the State of Illinois

By

Residing at

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.

Public, personally appeared

On this 12th day of December 2002 before me, the undersigned Notary

COUNTY OF Cook

STATE OF Illinois

TRUST ACKNOWLEDGMENT

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MODIFICATION OF MORTGAGE

Loan No: 0303114102

(Continued)

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LENDER ACKNOWLEDGMENT

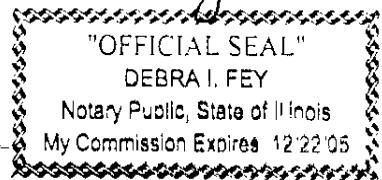
STATE OF Illinois)
)
) SS
COUNTY OF Cook)

On this 12th day of December 2002 before me, the undersigned Notary Public, personally appeared RICHARD J. REMICK, JR 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 Debra J. Fey Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 12/22/05



County Clerk's Office

0030147219