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0030349619

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2003-03-13 09:26:47

Cook County Recorder

30.50



0030349619

**WHEN RECORDED MAIL TO:**

Northview Bank & Trust  
Northfield  
245 Waukegan Road  
Northfield, IL 60093

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Administrator  
Northview Bank & Trust  
245 Waukegan Road  
Northfield, IL 60093

O'Connor Title  
Services, Inc.

# 3070-262

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated December 5, 2002, is made and executed between THOMAS I. RUSSELL, HUSBAND and JULIE A. RUSSELL, WIFE (referred to below as "Grantor") and Northview Bank & Trust, whose address is 245 Waukegan Road, Northfield, IL 60093 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 5, 2002 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**RECORDED JUNE 4, 2002 AS DOCUMENT NUMBER 0020626154 WITH THE COOK COUNTY RECORDER.**

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

LOT 81 IN SANDBURG GLEN, A PLANNED UNIT DEVELOPMENT UNIT 1, A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 10131 WESTPORT DRIVE, PALOS PARK, IL 60464. The Real Property tax identification number is 23-33-105-004

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

**THE MATURITY DATE OF THE NOTE IS EXTENDED TO JUNE 5, 2003, AT WHICH TIME ALL OUTSTANDING SUMS DUE TO LENDER UNDER THE NOTE SHALL BE PAID IN FULL, AND THE MORTGAGE IS MODIFIED ACCORDINGLY.**

**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

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Authorized Signer

LENDER:

JULIE A. RUSSELL, Individually

THOMAS I. RUSSELL, Individually

GRANTOR:

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 DECEMBER 5,

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.

Loan No: 137779

MODIFICATION OF MORTGAGE

(Continued)

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Loan No: 137779

## MODIFICATION OF MORTGAGE

(Continued)

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## INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Illinois

)

COUNTY OF

Cook

) SS

)

On this day before me, the undersigned Notary Public, personally appeared **THOMAS I. RUSSELL** and **JULIE A. RUSSELL**, 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

December

, 2002.

By

Loretta A. Bondi

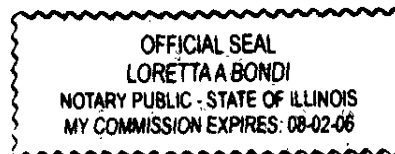
Residing at

Notary Public in and for the State of

Illinois

My commission expires

8-2-06



## LENDER ACKNOWLEDGMENT

STATE OF

Illinois

)

COUNTY OF

Cook

) SS

)

On this 5th day of December, 2002 before me, the undersigned Notary Public, personally appeared **Jeffrey H. Thoelecke** and known to me to be the ~~Sec~~ **Env**, 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

Loretta A. Bondi

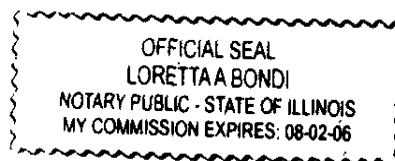
Residing at

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My commission expires

8-2-06



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Loan No: 137779

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(Continued)

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