

UNOFFICIAL COPY

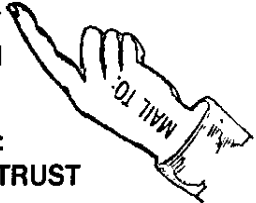
0030339659

754/0190 81 001 Page 1 of 3
2003-03-12 09:07:51
Cook County Recorder 28.50

RECORDATION REQUESTED BY:
HINSDALE BANK & TRUST
CO.
25 E. FIRST STREET
HINSDALE, IL 60521



WHEN RECORDED MAIL TO:
HINSDALE BANK & TRUST
CO.
25 E. FIRST STREET
HINSDALE, IL 60521



SEND TAX NOTICES TO:
HINSDALE BANK & TRUST
CO.
25 E. FIRST STREET
HINSDALE, IL 60521

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Real Estate Index R986487

3
PS



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 13, 2003, is made and executed between Richard G. Nickol and Donna M. Nickol, in joint tenancy (referred to below as "Grantor") and HINSDALE BANK & TRUST CO., whose address is 25 E. FIRST STREET, HINSDALE, IL 60521 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 14, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded June 6, 2002 in the Cook County Recorders Office as Document Number 0020625354.

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

LOT 1195 IN WOODLAND HEIGHTS UNIT 3, BEING A SUBDIVISION IN SECTION 23, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGIST, RED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 14, 1960 AS DOCUMENT NO. 1931799 SITUATED IN THE VILLAGE OF STREAMWOOD, COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 413 Audubon Road, Streamwood, IL 60107. The Real Property tax identification number is 06-23-209-007-0000

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

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 290012864

(Continued)

Page 2

Increase principal to \$40,000.00 from \$20,000.00, also a rate change to Prime from Prime plus 1/4%. In no event will the corresponding ANNUAL PERCENTAGE RATE be less than 4.000% per annum or more than the lesser of 20.000% or the maximum rate allowed by applicable law.

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 FEBRUARY 13, 2003.

GRANTOR:

x Richard G. Nickol
Richard G. Nickol, Individually

x Donna M. Nickol
Donna M. Nickol, Individually

LENDER:

x Kay M. O'Leary
Authorized Signer

Cook County Clerk's Office
30339659

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 290012864

(Continued)

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Du Page)

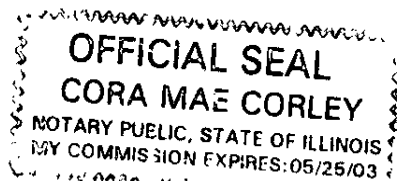
On this day before me, the undersigned Notary Public, personally appeared **Richard G. Nickol and Donna M. Nickol**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of February, 2003

By *Cora Mae Corley* Residing at Hinsdale, IL

Notary Public in and for the State of Illinois

My commission expires 5/25/03



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Du Page)

On this 3th day of February, 2003 before me, the undersigned Notary Public, personally appeared Kay M. Olenec and known to me to be the Sr. 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 *Cora Mae Corley* Residing at Hinsdale, IL

Notary Public in and for the State of Illinois

My commission expires 5/25/03



30039659