

# UNOFFICIAL COPY



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Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 04/14/2003 10:51 AM Pg: 1 of 4

RECORDATION REQUESTED BY:  
NORTH COMMUNITY BANK  
3639 NORTH BROADWAY  
CHICAGO, IL 60613

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NORTH COMMUNITY BANK  
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3639 NORTH BROADWAY  
CHICAGO, IL 60613

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

NORTH COMMUNITY BANK  
3639 NORTH BROADWAY  
CHICAGO, IL 60613

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 9, 2003, is made and executed between Nicholas G. Maggos and Donna J. Maggos, husband and wife, whose address is 1516 N. Wieland Street, Chicago, IL 60610 (referred to below as "Grantor") and NORTH COMMUNITY BANK, whose address is 3639 NORTH BROADWAY, CHICAGO, IL 60613 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 1, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated December 1, 1997 and recorded as document number 97930779 with the Cook County Recorder of Deeds of Illinois and modified by loan modification agreements dated November 6, 1998, January 3, 2000 and December 15, 2000.

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

THE NORTHEAST 1/4 OF LOT 13 IN COUNTY CLERK'S DIVISION OF LOT 126 AND THE EAST 1/2 OF LOT 125 (EXCEPT THE NORTH 1/2 OF THE NORTHEAST 1/4 THEREOF) IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1516 N. Wieland Street, Chicago, IL 60610. The Real Property tax identification number is 17-04-202-046

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

1. An increase will be made on the Consumer Credit Line Agreement and Disclosure dated December 1, 1997 in the original principal amount of \$200,000.00, secured by the Mortgage, executed by Grantor to Lender and subsequently modified by loan modification agreements dated November 6, 1998, January 13, 2000 and December 15, 2000 which increased the credit line to \$475,000.00 (hereinafter referred to as "Note") increasing the Note amount and total indebtedness secured by the Mortgage to \$550,000.00.
2. The maturity date of the Note will be extended from December 1, 2007 to April 9, 2008.

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 9, 2003.

GRANTOR:

X Nicholas G. Maggos, Individually

X Donna J. Maggos, Individually

LENDER:

X Authorized Signer

3. All other terms and provisions of the Mortgage will 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 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.

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 1107350

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### INDIVIDUAL ACKNOWLEDGMENT

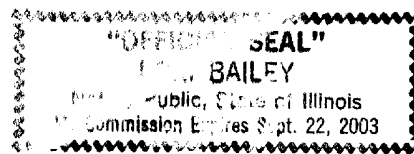
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **Nicholas G. Maggos and Donna J. Maggos**, 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 9th day of April, 2003

By Don J. Bailey Residing at 3639 N. Broadway, Chicago, Ill.  
 Notary Public in and for the State of Illinois

My commission expires 9/22/03



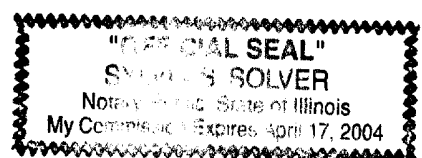
### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 9th day of April, 2003 before me, the undersigned Notary Public, personally appeared LORI J BAILEY and known to me to be the LORNI 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 Shirley Huber Residing at \_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



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Loan No: 1107350

**MODIFICATION OF MORTGAGE  
(Continued)**