

# UNOFFICIAL COPY



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**RECORDATION REQUESTED BY:**

Royal American Bank  
645 Tollgate Road  
Elgin, IL 60123-9317

Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 05/09/2003 11:59 AM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**

Royal American Bank  
645 Tollgate Road  
Elgin, IL 60123-9317

**SEND TAX NOTICES TO:**

Royal American Bank  
645 Tollgate Road  
Elgin, IL 60123-9317

7020167-1

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

Jenny Budke, Loan Operations Assistant  
Royal American Bank  
645 Tollgate Road  
Elgin, IL 60123-9317

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated January 8, 2003, is made and executed between James R. McCarthy and E. Jayne McCarthy, his wife, in joint tenancy, whose address is 9 Shagbark Road, Rolling Meadows, IL 60008 (referred to below as "Grantor") and Royal American Bank, whose address is 645 Tollgate Road, Elgin, IL 60123-9317 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 21, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on 12/18/02 in the office of the Recorder of Deeds/Registrar of Titles of Cook County, Illinois, as Document No. 0021409139.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 9 Shagbark Road, Rolling Meadows, IL 60008. The Real Property tax identification number is 02-35-209-016

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

It is hereby agreed by the parties hereto that the principal amount be modified to Eighty-Four Thousand Five Hundred and 00/100 Dollars (\$84,500.00); and the maturity date be extended to January 8, 2008.

**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

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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 JANUARY 8, 2003.**

GRANTOR:

X *James R. McCarthy*  
James R. McCarthy, Individually

X *E. Jayne McCarthy*  
E. Jayne McCarthy, Individually

LENDER:

X *Albert Raloff VP*  
Authorized Signer

Permanent Index No.(s): 02-35-209-016

The legal description of the Property is:

PARCEL 1: LOT 35 IN CREEKSIDE AT PLUM GROVE UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED BY THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON APRIL 14, 1967 AS DOCUMENT NUMBER 20 109 753 AND BEING A RESUBDIVISION OF PART OF LOT 1 OF LOUCHIOS FARM SUBDIVISION IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER CLASS A EASEMENT LOCATED ON LOT 36 AS DISCLOSED BY PLAT OF CREEKSIDE AT PLUM GROVE UNIT 2 AND OVER CLASS A EASEMENT LOCATED ON LOTS 9, 10, 11, 12, 13 AND 14 AS DISCLOSED BY PLAT OF CREEKSIDE AT PLUM GROVE UNIT 1, BOTH UNITS BEING PARTS OF A RESUBDIVISION OF PART OF LOT 1 OF LOUCHIOS FARM SUBDIVISION IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND AS SET FORTH IN THE DECLARATION MADE BY PIONEER TRUST AND SAVINGS BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 6, 1966 AND KNOWN AS TRUST NUMBER 15713 DATED JUNE 1, 1967 AND RECORDED JUNE 2, 1967 AS DOCUMENT NUMBER 20 154 720, ALL IN COOK COUNTY, ILLINOIS.

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## MODIFICATION OF MORTGAGE

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

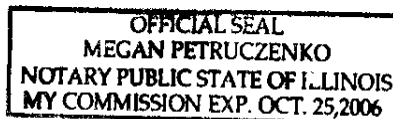
On this day before me, the undersigned Notary Public, personally appeared **James R. McCarthy and E. Jayne McCarthy**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed,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

Given under my hand and official seal this 8 day of January, 2003.

By Megan Petruczenko Residing at Streamwood, IL

Notary Public in and for the State of Illinois

My commission expires Oct. 25, 2006



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 8 day of January, 2003 before me, the undersigned Notary Public, personally appeared Albert E Radcliffe 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 Megan Petruczenko Residing at Streamwood, IL

Notary Public in and for the State of Illinois

My commission expires Oct. 25, 2006

