

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

FNBW BANK  
7757 W. DEVON AVENUE  
CHICAGO, IL 60631-1509



Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 05/28/2003 01:59 PM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**

FNBW BANK  
7757 W. DEVON AVENUE  
CHICAGO, IL 60631-1509

**SEND TAX NOTICES TO:**

FNBW BANK  
7757 W. DEVON AVENUE  
CHICAGO, IL 60631-1509

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

O'Connor Title  
Services, Inc.

# 3147-229

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 1, 2003, is made and executed between JOHN PERNA, MARIA PERNA, PIETRO PERNA, SALVATORE PERNA, AS TENANTS IN COMMON, whose address is 253 W DENVER , DES PLAINES , IL 60018 (referred to below as "Grantor") and FNBW BANK, whose address is 7757 W. DEVON AVENUE, CHICAGO, IL 60631-1509 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 9, 2001 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**RECORDED ON 2/28/01 WITH DOCUMENT NO. 0010160798 IN COOK COUNTY.**

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

LOT 24 IN SMIGEL'S ADDITION TO ROSEMONT, BEING A SUBDIVISION IN THE NE 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON 9/4/68, AS DOCUMENT NO. 2408449

The Real Property or its address is commonly known as 10490 W. BETTY CT., ROSEMONT, IL 60018. The Real Property tax identification number is 09-32-213-024-0000

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

**EXTENDED MATURITY DATE BY THREE YEARS UNTIL MARCH 1, 2006. LOWERED INTEREST RATE FROM 8.25% TO 7.25%. ALL OTHER TERMS REMAIN THE SAME.**

**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

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## MODIFICATION OF MORTGAGE

(Continued)

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 MARCH 1, 2003.**

**GRANTOR:**

x John Perna  
JOHN PERNA, Individually

x Maria Perna  
MARIA PERNA, Individually

x Pietro Perna  
PIETRO PERNA, Individually

x Salvatore Perna  
SALVATORE PERNA, Individually

**LENDER:**

x [Signature] L.O.O.  
Authorized Signer

Proprietor Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this day before me, the undersigned Notary Public, personally appeared **JOHN PERNA ; MARIA PERNA; PIETRO PERNA; and SALVATORE PERNA**, 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 1st day of March, 2003

By [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of IL

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



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 1st day of March, 2003 before me, the undersigned Notary Public, personally appeared Jodi Spreeman and known to me to be the Loan 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 [Signature] Residing at Chicago

Notary Public in and for the State of IL

My commission expires 3/6/06

