

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

The PrivateBank and Trust
Company
Ten North Dearborn Street,
Suite 900
Chicago, IL 60602-4202

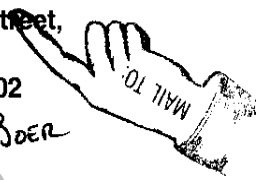


Eugene "Gene" Moore Fee: \$26.00
Cook County Recorder of Deeds
Date: 07/16/2003 11:13 AM Pg: 1 of 2

WHEN RECORDED MAIL TO:

The PrivateBank and Trust
Company
Ten North Dearborn Street,
Suite 900
Chicago, IL 60602-4202

ATTN: SCOTT DEBDER



SEND TAX NOTICES TO:

Augustino M. Fontanetta
Christine E. Fontanetta
2711 N. Brighton Place
Arlington Heights, IL 60004

FOR RECORDER'S USE ONLY

REI AR973455

This Modification of Mortgage prepared by: Real Estate Index R973455

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 2, 2003, is made and executed between Augustino M. Fontanetta and Christine E. Fontanetta, Husband and Wife, as Tenants by the Entirety. (referred to below as "Grantor") and The PrivateBank and Trust Company, whose address is Ten North Dearborn Street, Suite 900, Chicago, IL 60602-4202 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 28, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated March 28, 2002 and recorded in the Recorder's Office of Cook County on April 18, 2002 as Document Number 0020446886.

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

LOT 249 IN NORTHGATE UNIT NO. 2, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2711 N. Brighton Place, Arlington Heights, IL 60004. The Real Property tax identification number is 03 08 410 012 0000

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

A principal reduction reducing the credit limit from \$55,000 to \$50,500. All other terms and conditions 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

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE****(Continued)**

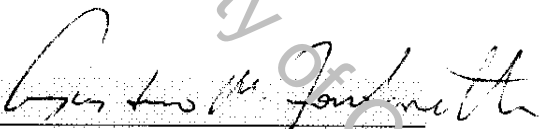
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respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute 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 endorser 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 APRIL 2, 2003.

GRANTOR:

X



 Augustino M. Fontanetta, Individually

X



 Christine E. Fontanetta, Individually

LENDER:

X

 Authorized Signer

Property of Cook County Clerk's Office