



Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 07/16/2003 08:11 AM Pg: 1 of 4

**MODIFICATION AGREEMENT  
LOAN NUMBER: 88-1002050**

Property of Cook County Clerk's Office

This agreement, made this the 1<sup>st</sup> Day of JUNE 2003, by and between the Mortgagee, NORTH FEDERAL SAVINGS BANK, party of the first part, owner of the mortgage hereinafter described, and the Mortgagor(s) THOMAS J. FITZGERALD AND KATHLEEN C. FITZGERALD, representing themselves to be the owner(s) of the real estate hereinafter and in said mortgage described:

**SEE ATTACHED FOR LEGAL DESCRIPTION**

**COMMONLY KNOWN AS: 3131 LAKE AVT. #D  
WILMETTE, IL 60091**

**PERMANENT TAX ID NO.: 05-31-205-061**

**WITNESSETH:**

WHEREAS, the Mortgagee(s) heretofore executed a certain mortgage dated AUGUST 26, 2002 and recorded SEPTEMBER 4, 2002 in the recorder's office of COOK County, Illinois as Document Number 0020973488, conveying to NORTH FEDERAL SAVINGS BANK, as mortgagee certain premises in said mortgage particularly described and which said mortgage was given to secure the payment of one certain promissory note dated AUGUST 26, 2002 in the amount of THIRTY THOUSAND AND NO/100 (\$30,000.00)

WHEREAS, their now is a credit limit available up to the maximum amount of THIRTY THOUSAND AND NO/100 (\$30,000.00) secured by the mortgage indebtedness.

WHEREAS, the maturity date for the above referenced mortgage is hereby extended to the 30<sup>TH</sup> Day of JUNE 2008.

AND NOW THEREFORE, it is hereby agreed that said mortgage and supplement thereto, and any obligation or obligations secured thereby, be and the same are hereby modified, altered and amended in

**BOX 333-CP**

JAS (383) SK 008132946/23081279

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# UNOFFICIAL COPY

WITNESS the hand and seal of **NORTH FEDERAL SAVINGS BANK, 100 WEST NORTH AVENUE, CHICAGO, IL 60610**, This the 18<sup>TH</sup> Day of JUNE 2003.

BY: \_\_\_\_\_

**JOSEPH M. PERRI, SR. VICE PRESIDENT**

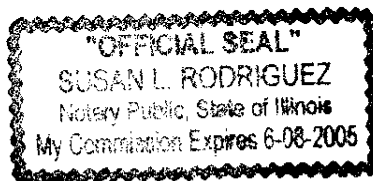
ATTEST: \_\_\_\_\_

**MARK F. METZGER, VICE PRESIDENT**

STATE OF ILLINOIS)SS  
COUNTY OF COOK

I, SUSAN L. RODRIGUEZ, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **JOSEPH M. PERRI**, is personally known to me to be the **SR. VICE PRESIDENT** of NORTH FEDERAL SAVINGS BANK and **MARK F. METZGER**, is personally known to me to be the **VICE PRESIDENT** of said Corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such **SR. VICE PRESIDENT** and **VICE PRESIDENT** they signed and delivered the said instrument as **SR. VICE PRESIDENT** and **VICE PRESIDENT** of said Corporation, and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as their free and voluntary act and deed of said corporation, for uses and purposes therein set forth and given under my hand and notary seal this the 18<sup>TH</sup> Day of JUNE 2003.

*Susan Rodriguez*  
NOTARY PUBLIC



# UNOFFICIAL COPY

THE NORTH 27.75 FEET, OF THE SOUTH 113.95 FEET, OF LOT 1 AS MEASURED ALONG THE MOST WESTERLY LINE THEREOF, IN CHALET GARDENS, UNIT NO. 1, BEING A RESUBDIVISION IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT 1 THERETO ATTACHED, DATED NOVEMBER 14, 1962 AND RECORDED DECEMBER 19, 1962 AS DOCUMENT NO. 18678412 MADE BY THE HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 19, 1962 AND KNOWN AS TRUST NUMBER 30333, AND AS CREATED BY THE DEED, FROM SIMON PORTER AND REVE PORTER TO JACK ZABAN AND ADRIENNE ZABAN, HIS WIFE DATED OCTOBER 24, 1969, AND RECORDED OCTOBER 27, 1969 AS DOCUMENT 20996738:

(A) FOR THE BENEFIT OF PARCEL 1, AFORESAID FOR INGRESS AND EGRESS OVER AND ACROSS THE WEST 10 FEET OF LOT 1 (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID) IN CHALET GARDENS, UNIT NO. 1 AFORESAID; ALSO THE EAST 10 FEET, OF THE WEST 73 FEET, OF LOT 1 (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1, AFORESAID) IN CHALET GARDENS UNIT NO. 1 AFORESAID; ALSO THE NORTH 15 FEET, OF THE WEST 73 FEET, OF LOT 1 IN CHALET GARDENS UNIT NO. 1 AFORESAID; ALSO THE SOUTH 82 FEET (EXCEPT THE WEST 93 FEET THEREOF AND EXCEPT THE NORTH 60 FEET, OF THE EAST 20 FEET THEREOF OF LOT 1 IN CHALET GARDENS UNIT NO. 1 AFORESAID:

(B) FOR THE BENEFIT OF PARCEL 1, AURORA SANITARY DISTRICT, FOR PARKING OVER AND ACROSS; THE EAST 20 FEET, OF THE WEST 93 FEET, OF THE SOUTH 82 FEET, OF LOT 1 IN CHALET GARDENS, UNIT NO. 1 AFORESAID; ALSO THE EAST 20 FEET, OF THE NORTH 60 FEET, OF THE SOUTH 82 FEET, OF LOT 1 IN CHALET GARDENS UNIT NO. 1 AFORESAID IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

a manner so that borrower, hereby agrees to pay NORTH FEDERAL SAVINGS BANK, its successors and assigns, the amount remaining unpaid on said mortgage indebtedness of THIRTY THOUSAND AND NO/100 (\$30,000.00), with interest calculated at the rate of PRIME + 1.0% (as it is published in the Wall Street Journal monthly) for the remaining term of the loan as was stated in the original Promissory Balloon Note dated AUGUST 26, 2002. Payments are due on the 1st day of every month until the whole of said indebtedness, including interest, shall have been paid except that if not sooner paid, the final payment of principal and interest shall be due and payable on the 30<sup>TH</sup> Day of JUNE 2008.

**IN TESTIMONY WHEREOF**, the parties hereunto have signed, sealed and delivered the indenture on the day and year first written above.

*Thomas J. Fitzgerald*  
 \_\_\_\_\_  
**THOMAS J. FITZGERALD**

*Kathleen C. Fitzgerald*  
 \_\_\_\_\_  
**KATHLEEN C. FITZGERALD**

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THE ABOVE INDIVIDUAL (S) are/is personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this the 18<sup>TH</sup> Day of MAY 2003.

*Judith A. Swanson*  
 \_\_\_\_\_  
**NOTARY PUBLIC**  
 My Commission Expires:

