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Lawyers Title Insurance Corporation

RECORDATION REQUESTED BY:

OAK BROOK BANK
OAK BROOK OFFICE
1400 Sixteenth Street
Oak Brook, IL 60523



Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 08/04/2003 03:03 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

OAK BROOK BANK
OAK BROOK OFFICE
1400 Sixteenth Street
Oak Brook, IL 60523

03-11545

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

OAK BROOK BANK
1400 Sixteenth Street
Oak Brook, IL 60523

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 17, 2003, is made and executed between ALFONSO DE VIVO, JR. and MARY DE VIVO; HIS WIFE, IN JOINT TENANCY (referred to below as "Grantor") and OAK BROOK BANK, whose address is 1400 Sixteenth Street, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 17, 1998 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE RECORDED APRIL 30, 1998 AS DOCUMENT NUMBER 98328258.

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

LOTS 24, 25 AND THE SOUTH 20.4 FEET OF LOT 26 IN BLOCK 2 IN MACALISTERS SUBDIVISION OF BLOCK 7 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 17, 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 721 SOUTH MAY STREET, CHICAGO, IL 60607. The Real Property tax identification number is 17-17-410-028

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

THE INTEREST RATE OF THE LOAN IS CHANGED FROM PRIME MINUS .55% TO PRIME MINUS .51%; AND THE MATURITY DATE OF THE MORTGAGE OF THE MORTGAGE IS EXTENDED FROM APRIL 17, 2003 TO APRIL 17, 2013.

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,

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

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makers and endorsers 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 17, 2003.

GRANTOR:

X *Alfonso J. De Vivo Jr.*
ALFONSO DE VIVO, JR., Individually

X *Mary De Vivo*
MARY DE VIVO, Individually

LENDER:

X *Debra Dymovich*
Authorized Signer

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MODIFICATION OF MORTGAGE

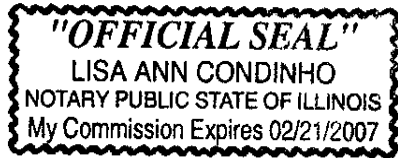
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF DuPage

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On this day before me, the undersigned Notary Public, personally appeared **ALFONSO DE VIVO, JR. and MARY DE VIVO, HIS WIFE, IN JOINT TENANCY**, 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 17th day of April, 2003

By Lisa Ann Condinho Residing at Oakbrook

Notary Public in and for the State of Illinois

My commission expires 2/21/07

LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF DuPage

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On this 17th day of April, before me, the undersigned Notary Public, personally appeared Dee Dee Dinarich and known to me to be the AMP, 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 Lisa Ann Condinho Residing at Oakbrook

Notary Public in and for the State of Illinois

My commission expires 2/21/07

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MODIFICATION OF MORTGAGE (Continued)

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