

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Bank One, NA with its main  
office at Chicago, Illinois  
120 South LaSalle Street  
Chicago, IL 60603

**WHEN RECORDED MAIL TO:**

Bank One, NA  
439 W. Schick Road Suite  
200  
Bloomington, IL 60108



Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 08/08/2003 02:48 PM Pg: 1 of 4

**SEND TAX NOTICES TO:**

William P. O'Brien and Donna  
L. O'Brien, Trustees of The  
O'Brien Trust Dated May 26,  
1992 under the provisions of a  
trust agreement dated May  
26, 1992  
12120 S. 87th Avenue  
Palos Park, IL 60464

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Peggy Dillon, Loan # 922666  
Bank One, NA with its main office at Chicago, Illinois  
439 W. Schick Road  
Bloomington, IL 60108

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated July 1, 2003, is made and executed between William P. O'Brien and Donna L. O'Brien Trustees of the O'Brien trust Dated May 26, 1992 (referred to below as "Grantor") and Bank One, NA with its main office at Chicago, Illinois, whose address is 120 South LaSalle Street, Chicago, IL 60603 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 10, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Originally recorded July 17, 1998 as document number 98624383, in Cook County, Illinois

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

LOT 74 IN ARTHUR T. MCINTOSH AND COMPANY'S PRESTWICK, UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 26 AND PART OF THE NORTH WEST 1/4 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1965, AS DOCUMENT NO. 1034479, AND THE EAST 201.38 FEET OF THE SOUTH 1/2 OF LOT 3 (EXCEPT THE SOUTH 150 FEET THEREOF) IN WINSLOW MAHAFFEY'S SUBDIVISION OF THE SOUTHWEST 1/4 IF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 12120 S. 87th Avenue, Palos Park, IL 60464. The Real Property tax identification number is 23-26-106-030

O'Connor Title  
Services, Inc.

# 3219-358

**BOX 162**

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

Loan No: 863027

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

The interest rate is hereby reduced to 4.375% as of the effective date of this agreement, based upon the principal balance of \$53,971.69 and an amortization of 301 months, the new payment effective August 1, 2003 will be \$295.63. The maturity date is hereby extended to July, 2008. All other terms and conditions remain unchanged and in full force and effect.

**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 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 JULY 1, 2003.**

**GRANTOR:**

X 

William P. O'Brien, Trustee of The O'Brien Trust Dated May 26, 1992 under the provisions of a Trust Agreement dated May 26, 1992

X 

Donna L. O'Brien, Trustee of The O'Brien Trust Dated May 26, 1992 under the provisions of a Trust Agreement dated May 26, 1992

**LENDER:**

X 

Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 863027

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### TRUST ACKNOWLEDGMENT

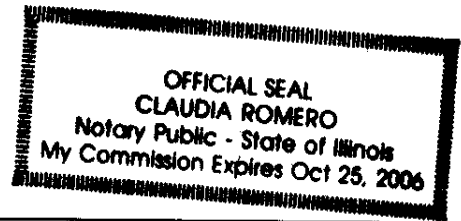
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 23rd day of July, 2003 before me, the undersigned Notary Public, personally appeared **William P. O'Brien, Trustee; Donna L. O'Brien, Trustee of The O'Brien Trust Dated May 26, 1992**, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Claudia Romero Residing at Chicago, Illinois

Notary Public in and for the State of Illinois

My commission expires October 25, 2006



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

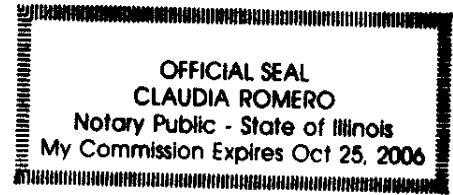
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 23rd day of July, 2003 before me, the undersigned Notary Public, personally appeared WILLIAM P. O'BRIEN; DONNA L. O'BRIEN and known to me to be the TRUSTEES, 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 Claudia Romero Residing at Chicago, Illinois

Notary Public in and for the State of Illinois

My commission expires October 25, 2006



Cook County Clerk's Office