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RECORDATION REQUESTED BY:

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

Doc#: 0328929195
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 10/16/2003 11:58 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

OAK BROOK BANK
1400 Sixteenth Street
Oak Brook, IL 60523

FIRST AMERICAN TITLE
ORDER # 544457

5/18

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 2, 2003, is made and executed between BANK OF LYONS, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 30TH DAY OF JUNE A.D., 1977, KNOWN AS TRUST NUMBER 1862, whose address is 8601 WEST OGDEN AVENUE, LYONS, IL 60534; NOT PERSONALLY, BUT SOLEY AS TRUSTEE (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 July 2, 1998 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE RECORDED JULY 24, 1998 AS DOCUMENT NUMBER 98649702.

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

THE NORTH TWELVE (12) FEET OF LOT SIXTEEN (16) IN BLOCK NINETEEN (19) IN WEST GROSSDALE, A SUBDIVISION OF THE WEST HALF (1/2) OF THE WEST HALF (1/2) OF SECTION 3 TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

THE SOUTH 5 FEET OF LOT 13 AND ALL OF LOTS 14 AND 15 IN BLOCK 19 IN WEST GROSSDALE, A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4417 EBERLY AVENUE, BROOKFIELD, IL 60513. The Real Property tax identification number is 18-03-308-050 VOLUME NO. 075

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

THE INTEREST RATE OF THE LOAN IS CHANGED FROM A FIXED RATE OF 7.90% TO A VARIABLE RATE OF PRIME MINUS .51%; AND THE MATURITY DATE OF THE MORTGAGE IS EXTENDED FROM JULY 2, 2003 TO JULY 2, 2013.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

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MODIFICATION OF MORTGAGE

(Continued)

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 2, 2003.

GRANTOR:

**
BANK OF LYONS, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 30TH DAY OF JUNE A.D., 1977, KNOWN AS TRUST NUMBER 1862

By: *Mary Reed*
 ** **BANK OF LYONS**

By: *Yecenia Perez*
 Authorized Signer for****BANK OF LYONS, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 30TH DAY OF JUNE A.D., 1977, KNOWN AS TRUST NUMBER 1862**

LENDER:

X *[Signature]*
 Authorized Signer

** Standard Bank and Trust Company as successor trustee by merger to BankChicago f/k/a East Side Bank and Trust Company either solely or as successor trustee to Bank of Lyons.

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MODIFICATION OF MORTGAGE

(Continued)

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

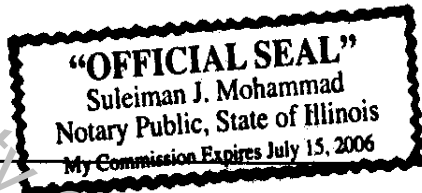
On this 29th day of August, 2003 before me, the undersigned Notary Public, personally appeared **BANK OF LYONS, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 30TH DAY OF JUNE A.D., 1977, KNOWN AS TRUST NUMBER 1862** Yecenia Perez, Trust Officer and Mary Reid, Vice President

, 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 *Suleiman J. Mohammad* Residing at 8601 W. Ogden Avenue, Lyons, IL

Notary Public in and for the State of Illinois

My commission expires _____



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

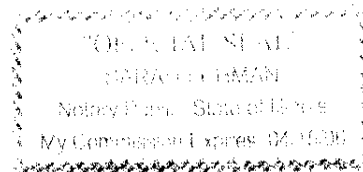
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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF DeWitt)



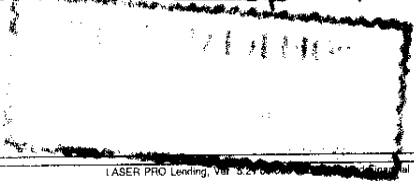
On this 2nd day of July, 2003 before me, the undersigned Notary Public, personally appeared Dee Dee Dymovick and known to me to be the AVP, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the 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 Sarah A. Lehman

Residing at Oak Brook, IL

Notary Public in and for the State of Illinois

My commission expires April 15, 2004



DeWitt County Clerk's Office

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MODIFICATION OF MORTGAGE
(Continued)

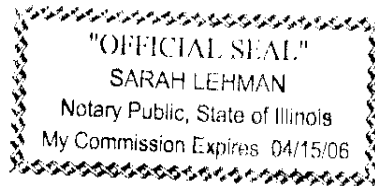
WAIVER OF HOMESTEAD EXEMPTION

I am signing this Waiver of Homestead Exemption for the purpose of expressly releasing and waiving all rights and benefits of the homestead exemption laws of the State of Illinois as to all debts secured by this Mortgage. I understand that I have no liability for any of the affirmative covenants in this Mortgage.

X Frank Schimmel
FRANK SCHIMMEL, Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF DuPage)



On this day before me, the undersigned Notary Public, personally appeared **FRANK SCHIMMEL** to me known to be the individual described in and who executed the Waiver of Homestead Exemption, and acknowledged that he or she signed the Waiver of Homestead Exemption as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 2nd day of June, 2003

By Sarah Lehman Residing at Oak Brook

Notary Public in and for the State of Illinois

My commission expires April 15, 2006