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Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 10/28/2003 09:20 AM Pg: 1 of 3

RECORDATION REQUESTED BY:  
Continental Community Bank  
and Trust Company  
Aurora Branch  
2430 West Indian Trail  
Aurora, IL 60506

WHEN RECORDED MAIL TO:  
Continental Community Bank  
and Trust Company  
Aurora Branch  
2430 West Indian Trail  
Aurora, IL 60506

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Nicholl E. Massa, Sr. Documentation Specialist  
Continental Community Bank and Trust Company  
2430 West Indian Trail  
Aurora, IL 60506

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 5, 2003, is made and executed between Richard Catrambone, whose address is 10756 S. Wentworth Drive, Naperville, IL 60564 (referred to below as "Grantor") and Continental Community Bank and Trust Company, whose address is 2430 West Indian Trail, Aurora, IL 60506 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 14, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded as Document Number 0315733231 on 6/6/2003

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

LOT 10 IN THE SUBDIVISION OF LOTS 1 AND 2 IN ELGIN MOTOR CORPORATION SUBDIVISION, A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, 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 7801 W. 60th Place, Summit, IL 60501. The Real Property tax identification number is 18-13-303-010-0000.

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

The Maximum Lien provision of said Mortgage shall be amended and restated as follows:

MAXIMUM LIEN. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sum advanced to protect the security of Mortgage, exceed \$500,000.00.

The definition of the Note secured by said Mortgage shall be amended and restated as follows:

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 30000575


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**Note.** The word "Note" means the Change in Terms Agreement dated May 5, 2003 in the original principal amount of \$250,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Agreement is 8.000%. Payments on the Agreement are to be made in accordance with the following payment schedule: in 2 regular payments of \$5,900.00 each and one irregular last payment estimated at \$244,969.83. Grantor's first payment is due July 5, 2003, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on September 5, 2003, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.


**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 MAY 5, 2003.**

**GRANTOR:**

x   
Richard Catrambone, Individually

**LENDER:**

x   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 300000575

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Kane )

On this day before me, the undersigned Notary Public, personally appeared Richard Catrambone, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification 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 5th day of May, 2003

By Judy Dalman Residing at Aurora, Ill  
 Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Kane )

On this 5th day of May, 2003 before me, the undersigned Notary Public, personally appeared Michael D. Wallace and known to me to be the Vice President, 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 Judy Dalman Residing at Aurora, Ill  
 Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

