RECORDATION REQUESTED BY:

Bank One, NA with its main office at Chicago, Illinois 120 South LaSalle Street Chicago, IL 60603 Doc#: 0331803008

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 11/14/2003 01:28 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Robert R. Baumann, Jr. Marian M. Baumann 390 Sunset Drive Northfield, IL 60003

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Barbara Dumas, Real Estate Officer American National Bank and Trust Company 4:39 W. Schick Road Bloomingdale, IL 60108

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 1, 2003, is made and executed between Robert R. Baumann, Jr., and Marian M. Baumann, His Wife, in Joint Tenancy, whose address is 390 Sunset Drive, Northfield, IL 60093 (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 April 25, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded as document number 0020537220 in Cook County, Illinois.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 390 Sunset Drive, Northfield, IL 60093. The Real Property tax identification number is 04-13-117-008-0000

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

To reduce per annum interest rate to 4.50% and extend maturity date to August 1, 2008 effective with the September 1, 2003 payment. All other terms and conditions remain 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

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County Clark's Office

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Loan No: 6086821

(Continued)

Page 2

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 AUGUST 1, 2003.

GRANTOR:

Robert R. Baumann, Jr., individually

Marian M. Baumann, Individually

LENDER:

Authorized Signer

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MODIFICATION OF

Loan No: 6086821 (Continued)

Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF)) SS COUNTY OF) On this day before me, the undersigned Notary Public, personally appeared Robert R. Baumann, Jr. and Marian M. Baumann, 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 welve Notary Public in and for the State of "OFFICIAL SEAL" My commission expires / / Dennis L. Combest Notary Public, State of Illinois My Commission Exp. 12/17/2005 LENDER ACKNOWLEDGMENT day of ($\sqrt{2003}$ before me, the undersigned Notary Public, personally appeared DENISE PHAMILTON and known to rie 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, driv 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. Residing at Nulan ansaya (1. K Notary Public in and for the State of Allinus "OFFICIAL SEAL" Barbara A. Dumas My commission expires 62507 Notary Public, State of Illinois DuPage County My Commission Expires 06-25-07

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UNOFFICIAL COPY



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 007985860 UA STREET ADDRESS: 390 SUNSET DRIVE

CITY: NORTHFIELD

TAX NUMBER: 04-13-117-008-0000

LEGAL DESCRIPTION:

LOTS 46, 45, AND 44 AND LOT 43 (EXCEPT THE NORTH 40 FEET THEREOF) IN WILLIAM H. BRITIGAN'S SUNSET RIDGE GOLF CLUB ADDITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWIS: 1/4 OF THE NORTHWEST 1/4 (EXCEPT THE NORTH 5 ACRES THEREOF) AND ALSO THAT PART CF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 LYING WESTERLY OF HAPF ROAD AND THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF COOK CC. THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, 11 COOK COUNTY, ILLINOIS

COUNTY: COOK

20537220