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Doc#: 0332511130
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 11/21/2003 09:57 AM Pg: 1 of 4

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

SEND TAX NOTICES TO:

David Peter Bergsma
24 Timber Lane
Northbrook, IL 60062

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Nancy Moise, Real Estate Officer
Bank One, NA with its main office at Chicago, Illinois
439 W. Schick Road
Bloomington, IL 60108

MODIFICATION OF MORTGAGE

Ball
7654-38651CTI
THIS MODIFICATION OF MORTGAGE dated August 1, 2003, is made and executed between David Peter Bergsma, divorced, whose address is 24 Timber Lane, Northbrook, IL 60062 (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 March 18, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated March 18, 1997 and recorded as document number 97218539 in Cook County, Illinois.

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

See the exhibit or other description document 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 24 Timber Lane, Northbrook, IL 60062.

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

To extend the Maturity date to August 1, 2003, lower the rate to 5.625% (fixed), change the principal balance to \$368,023.13. Vesting change will reflect David Peter Bergsma, Divorced. 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 the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all

BOX 333-CT

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 910539

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:

David Peter Bergsma

X _____
David Peter Bergsma, Individually

LENDER:

Nancy Meise

X _____
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)

) ss

COUNTY OF _____)

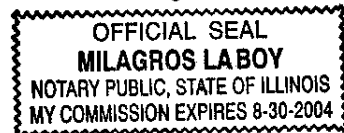
On this day before me, the undersigned Notary Public, personally appeared **David Peter Bergsma**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the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

Given under my hand and official seal this 1st day of August, 2003.

By Milagros Laboy
Notary Public in and for the State of Illinois

Residing at 2637 N. Sayre
Chicago, IL 60607

My commission expires 8-30-2004



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MODIFICATION OF MORTGAGE

(Continued)

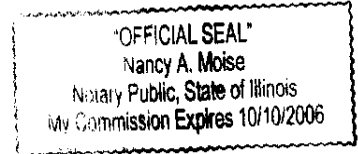
Loan No: 910539

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LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Au Page



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) SS
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On this 15th day of August, 2003 before me, the undersigned Notary Public, personally appeared DOUGLAS BERGSMAN and known to me to be the _____, 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 Nancy Moise Residing at Addison, IL

Notary Public in and for the State of _____

My commission expires 10/10/06

Book County Clerk's Office

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THE SOUTH 75 FEET OF THE NORTH 950 FEET OF THE EAST 10 RODS OF THE WEST 50 RODS OF THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises forever.

Permanent Real Estate Index Number(s): 04-10-200-073-0000

Address of Real Estate: 24 TIMBER LANE, NORTHBROOK, IL 60062

Property of Cook County Clerk's Office