### **UNOFFICIAL COPY**

RECORDATION REQUESTED BY: FIRST MIDWEST BANK

BLUE ISLAND

300 PARK BOULEVARD

SUITE 400

ASCA, IL 60143

WHEN RECORDED MAIL TO:

First Midwest Bank

**Gurnee Branch** P.O. Box 9003

Gurnee, IL 60031-2502



Doc#: 0333906186

Eugene "Gene" Moore Fee: \$28.50

Cook County Recorder of Deeds

Date: 12/05/2003 02:53 PM Pg: 1 of 3

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FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST MIDWEST BANK 300 NORTH HUNT CLUB ROAD **GURNEE**, IL 60031

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 30, 2003, is made and executed between GEORGE F. SHERKO, whose address is 13230 HIDDEN VALLEY DRIVE LOCKPORT, IL 60441 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is 300 PARK BOULEVARD, SUITE 400, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 8, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED JULY 22, AS DOCUMENT #0320317170 IN COOK COUNTY.

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

LOT 5 AND LOT 6 IN BLOCK 5 IN H. W. ELMORE'S KEDZIE AVENUE RIDGE BEING A SUBDIVISION OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS

THIS IS NOT HOMESTEAD PROPERTY

The Real Property or its address is commonly known as 15914 HOMAN AVENUE, MARKHAM, IL 60426. The Real Property tax identification number is 28-23-203-016-0000

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

TO DELETE IN DEFINITION OF NOTE "THE MATURITY DATE OF THIS MORTGAGE IS AUGUST 8, 2003" AND REPLACE WITH "THE MATURITY DATE OF THIS MORTGAGE IS OCTOBER 30, 2003".

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 stricts performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing

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## **UNOFFICIAL COPY**

# MODIFICATION OF MORTGAGE (Continued)

Loan No: 3010712324

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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.

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MODIFICATION OF MORTGAGE

Page 3 (Continued) Loan No: 3010712324 LENDER ACKNOWLEDGMENT ) STATE OF ) SS ) **COUNTY OF** \_ before me, the undersigned Notary and known to me to be the On this SHERKO Public, personally appeared , just horized 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 euthorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender. Residing at Blue Sol Notary Public in and for the State of My commission expires

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