

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

CITIZENS FINANCIAL  
SERVICES, FSB  
5311 HOHMAN AVE.  
HAMMOND, IN 46320



Doc#: 0335646121  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 12/22/2003 11:31 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

CITIZENS FINANCIAL  
SERVICES, FSB  
5311 HOHMAN AVE.  
HAMMOND, IN 46320

**SEND TAX NOTICES TO:**

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

CITIZENS FINANCIAL SERVICES, FSB  
Citizens Financial Services, FSB  
5311 Hohman Ave.  
Hammond, IN 46320

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 3, 2003, is made and executed between John R. Monahan and Kathleen P. Monahan, husband and wife, as joint tenants (referred to below as "Grantor") and CITIZENS FINANCIAL SERVICES, FSB, whose address is 5311 HOHMAN AVE., HAMMOND, IN 46320 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 26, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded December 6, 2002 in the Cook County Recorder's Office as Document Number 0021346285 and Assignment of Rents dated November 26, 2002, Recorded December 6, 2002 in the Cook County Recorder's Office as Document Number 0021346286.

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

LOT 4 AND LOT 5, (EXCEPT THE EAST 10 FEET THEREOF) IN MARKHAM PARK INDUSTRIAL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24 AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3020 West 167th Street, Markham, IL 60426. The Real Property tax identification number is 28-24-308-007-0000 & 28-24-308-024-0000

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

The word "Note" in the mortgage is hereby modified to mean: a Promissory Note dated October 3, 2003 in the original amount of \$400,000.00 as modified, extended and/or increased from time to time, a Promissory Note dated November 26, 2002, in the original amount of \$238,000.00 as modified, extended

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**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE****(Continued)**

Loan No: 160014150

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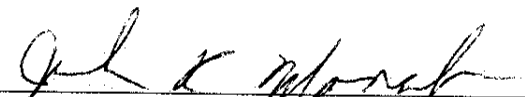
and/or increased from time to time, and a Promissory Note dated May 3, 2001 in the original amount of \$100,000.00 as modified, extended and/or increased from time to time, from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note(s) or Agreement(s) yet paid.


The principal balance of the Promissory Notes secured by the aforesaid mortgage have been increased the date of this Modification of Mortgage from \$638,000.00 to \$738,000.00. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$738,000.00.

**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.

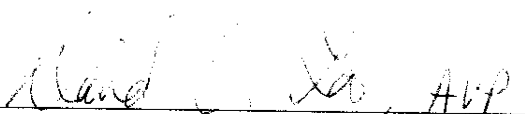
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 3, 2003.**

GRANTOR:

X   
John R. Monahan

X   
Kathleen P. Monahan

LENDER:

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 160014150

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

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COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **John R. Monahan and Kathleen P. Monahan**, 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 24<sup>th</sup> day of NOVEMBER, 2003

By Kelly L. Dakes Residing at 1328 EVERGREEN, HYD., IL.

Notary Public in and for the State of Illinois

My commission expires 10/28/06

### LENDER ACKNOWLEDGMENT

STATE OF Indiana

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) SS

COUNTY OF Lake

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On this 24<sup>th</sup> day of November, 2003 before me, the undersigned Notary Public, personally appeared DAVID D. LEO 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 Patricia A. Smolinski Residing at Lake County  
PATRICIA A. SMOLINSKI  
Notary Public in and for the State of Indiana

My commission expires 11-26-08

