

# UNOFFICIAL COPY



RECORDATION REQUESTED BY:  
MIDWEST BANK AND TRUST  
COMPANY  
Elmwood Park  
1606 N Harlem Ave  
Elmwood Park, IL 60707

Doc#: 0406334130  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 03/03/2004 12:59 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:  
MIDWEST BANK AND TRUST  
COMPANY  
Elmwood Park  
1606 N Harlem Ave  
Elmwood Park, IL 60707

SEND TAX NOTICES TO:  
MIDWEST BANK AND TRUST  
COMPANY  
Elmwood Park  
1606 N Harlem Ave  
Elmwood Park, IL 60707

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

PETERSON/S CONTI  
MIDWEST BANK AND TRUST COMPANY  
1606 N Harlem Ave  
Elmwood Park, IL 60707

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 1, 2004, is made and executed between James A. Battista, and Virginia Battista, whose address is 2212 N. Sayre Avenue, Chicago, IL 60707 (referred to below as "Grantor") and MIDWEST BANK AND TRUST COMPANY, whose address is 1606 N Harlem Ave, Elmwood Park, IL 60707 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 29, 1994 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded November 17, 1994 in the Office of the Cook County Recorder as Document No. 94-978598 and modified with a Modification of Mortgage dated October 1, 1999 and recorded in the Office of the Cook County Recorder on November 08, 1999 as Document No. 09050175.

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

LOT 9 IN BLOCK 16 IN MONT CLARE, A SUBDIVISION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 31 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2212 N. Sayre Avenue, Chicago, IL 60707. The Real Property tax identification number is 13-31-114-016

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

The interest rate is being decreased from 8.250% (fixed) to 6.500% (fixed). Borrower will pay this loan in

BOX 162

Services, Inc.  
# 4062-0117

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**

Loan No: 4017949050

(Continued)


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67 regular payments of \$750.95 each and one irregular last payment estimated at \$84,642.18. Borrower's first payment is due March 1, 2004, and all subsequent payments are due on the same day of each month after that. Borrower's final payment is due on October 1, 2009, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. All other terms and conditions remain the same.

**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 endorser 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.

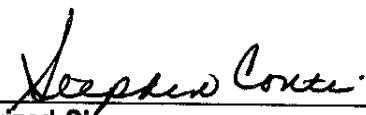
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 1, 2004.**

GRANTOR:

X   
James A. Battista, Individually

X   
Virginia Battista, Individually

LENDER:

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 4017949050

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

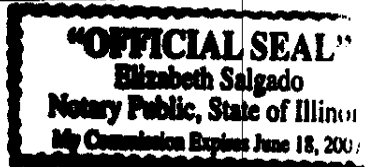
On this day before me, the undersigned Notary Public, personally appeared **James A. Battista and Virginia Battista**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15<sup>th</sup> day of February, 2004

By Elizabeth Salgado Residing at Elmwood Park

Notary Public in and for the State of Illinois

My commission expires 6/18/07



### LENDER ACKNOWLEDGMENT

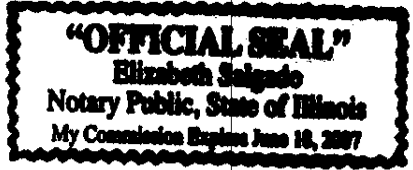
STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 15<sup>th</sup> day of February, 2004 before me, the undersigned Notary Public, personally appeared Stephen Conti 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 Elizabeth Salgado Residing at Elmwood Park

Notary Public in and for the State of Illinois

My commission expires 6/18/07



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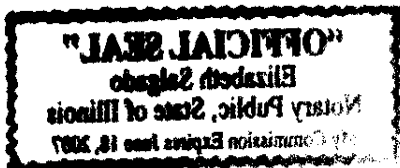
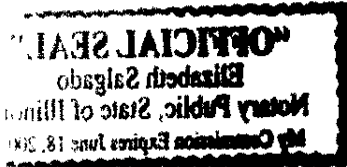
## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 4017949050

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