

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

**PALOS BANK AND TRUST  
COMPANY  
MAIN OFFICE  
12600 S. HARLEM AVENUE  
PALOS HEIGHTS, IL 60463**



**Doc#: 0413246040**  
Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 05/11/2004 09:34 AM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**

**PALOS BANK AND TRUST  
COMPANY  
12600 S. HARLEM AVENUE  
PALOS HEIGHTS, IL 60463**

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

**PALOS BANK AND TRUST COMPANY  
12600 S. HARLEM AVENUE  
PALOS HEIGHTS, IL 60463**

229709

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 3, 2004 is made and executed between Richard A Wilson and Catherine L Wilson, husband and wife, not as joint tenants or as tenants in common but as tenants by the entirety, whose address is 12533 South Iroquois, Palos Park, IL 60464 (referred to below as "Grantor") and PALOS BANK AND TRUST COMPANY, whose address is 12600 S. HARLEM AVENUE, PALOS HEIGHTS, IL 60463 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 16, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Recorded August 25, 2003 as Document Number 0323746302 in Cook County, Illinois.**

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

LOT 10 IN GROVER C. ELMORE AND COMPANY'S SECOND ADDITION TO PALOS DELLS, A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING NORTH OF THE WABASH RAILROAD IN SECTION 26, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 12533 South Iroquois, Palos Park, IL 60464. The Real Property tax identification number is 23-26-310-014

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

**Increase in Home Equity Line of Credit from original amount of \$30,000.00 to \$70,000.00.**

**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

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## MODIFICATION OF MORTGAGE

(Continued)


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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 MAY 3, 2004.**

GRANTOR:

X   
Richard A Wilson

X   
Catherine L Wilson

LENDER:

**PALOS BANK AND TRUST COMPANY**

X   
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 229709-01

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **Richard A Wilson and Catherine L Wilson**, 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 Third day of MAY, 20 04

By [Signature] Residing at New Lenox, IL.

Notary Public in and for the State of ILLINOIS

My commission expires 02-03-08



### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 3<sup>rd</sup> day of MAY, 2004 before me, the undersigned Notary Public, personally appeared ROBERT A. SHANKS 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 Mary C. Buy Residing at Bretwood

Notary Public in and for the State of Illinois

My commission expires 9-24-2006

