

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

FIRST MIDWEST BANK  
ALSIP  
300 PARK BOULEVARD  
SUITE 400  
ITASCA, IL 60143



Doc#: 0413506112  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 05/14/2004 01:26 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

First Midwest Bank  
Gurnee Branch  
P.O. Box 9003  
Gurnee, IL 60031-2502

40014379 3704 31916

**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 April 16, 2004, is made and executed between BERNARD A. GIBBONS, whose address is 2440 WEST 106TH STREET, CHICAGO, IL 60655 and KAREN E. GIBBONS, whose address is 2440 WEST 106TH STREET, CHICAGO, IL 60655 (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 January 7, 2004 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**RECORDED FEBRUARY 20, 2004 AS DOC # 0405149198, IN COOK COUNTY, ILLINOIS.**

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

LOT 18 IN BLOCK 6, IN HAROLD S. MCELHINNY'S FIRST ADDITION TO SOUTHTOWN, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 11659 SOUTH CAMPBELL, CHICAGO, IL 60555. The Real Property tax identification number is 24-24-409-017-0000

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

IN THE PARAGRAPH TITLED "CREDIT AGREEMENT" DELETE THE WORDS "THE WORDS "CREDIT AGREEMENT" MEAN THE CREDIT AGREEMENT DATED JANUARY 7, 2004 WITH A CREDIT LIMIT OF \$100,000.00 FROM GRANTOR TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR CREDIT AGREEMENT" AND REPLACE WITH " THE WORDS "CREDIT AGREEMENT" MEAN THE CREDIT AGREEMENT DATED JANUARY 7, 2004 WITH A CREDIT LIMIT OF \$100,000.00 AND AMENDED BY A HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE CHANGE IN TERMS AGREEMENT DATED APRIL 16, 2004 WITH CREDIT LIMIT OF \$71,404.00 FROM

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

Loan No: 40014334

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**GRANTOR TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR CREDIT AGREEMENT" AND IN THE PARAGRAPH TITLED "INDEBTEDNESS" DELETE THE WORDS "EXCEED \$200,000.00" AND REPLACE WITH "EXCEED \$142,808.00".**

**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 APRIL 16, 2004.**

**GRANTOR:**

X


  
 BERNARD A. GIBBONS

X


  
 KAREN E. GIBBONS
**LENDER:****FIRST MIDWEST BANK**

X

 \_\_\_\_\_  
 Authorized Signer

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## MODIFICATION OF MORTGAGE

Loan No: 40014334

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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) SS  
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On this day before me, the undersigned Notary Public, personally appeared **BERNARD A. GIBBONS**, 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 16 day of April, 2004.

By Margaret E Cichocki Residing at 11900 S Pulaski Alsip

Notary Public in and for the State of Illinois

My commission expires 8-24-07

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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) SS  
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On this day before me, the undersigned Notary Public, personally appeared **KAREN E GIBBONS**, 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 16 day of April, 2004.

By Margaret E Cichocki Residing at 11900 S Pulaski Alsip

Notary Public in and for the State of Illinois

My commission expires 8-24-07

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS  
COUNTY OF COOK

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) SS  
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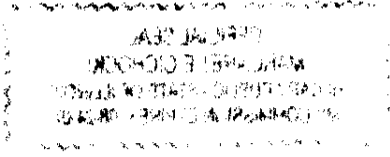


On this 16 day of APRIL 2004 before me, the undersigned Notary Public, personally appeared MARINET CIHOCKI and known to me to be the \_\_\_\_\_, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed 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 Ann Marie Cihocki Residing at 11400 S PULASKI

Notary Public in and for the State of IL

My commission expires 3-1-08



PROPERTY OF COOK COUNTY CLERK'S OFFICE