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Doc#: 0418911258

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 07/07/2004 11:25 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
INTERSTATE BANK

ATTN: LOAN DEPARTMENT 15533 S. CICERO AVENUE OAK FOREST, IL 60452

FOR RECORDER'S USE ONLY

This Modification of Mortgage propared by:

Linda Kuba (Loan #202175100) Interstate Bank 15533 S. Cicero Avenue Oak Forest, IL 60452

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 29, 2004, is made and executed between Peter B. Bolsoni, not personally but as Trustee on behalf of Peter B. Bolsoni Declaration of Trust Living Trust dated May 19, 1999, whose address is 5216 Kathleen Court, Oak Forest, IL 60452 (referred to below as "Grantor") and INTERSTATE BANK, whose address is 15533 S. CICERO AVENUE. CAK FOREST, IL 60452 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 18, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Office of Cook County Recorder on 10/08/03 as Document Number 0328147146.

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

Lot 7 in Ruby Estates, being a Subdivision of Lot 17 and Lot 18, in Block 1, in Arthur 7. Mc Intosh and Company's Southtown Farms Unit Number 6, being a Subdivision in the East 1/2 of the West 1/2 of Section 28, Township 36 North, Range 13, East of the Third Principal Meridian, lying North of the Indian Boundary Line, in Cook County, Illinois.

The Real Property or its address is commonly known as 5216 Kathleen Court, Oak Forest, IL 60452. The Real Property tax identification number is 28–28–103–042–0000

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

Principal Increase to an amount not to exceed \$218,000.00.

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

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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 JUNE 29, 2004.

**GRANTOR:** 

PETER B. BOLSONI DECLARATION OF TRUST LIVING TRUST DATED County Clark's Office MAY 19, 1999

LENDER:

INTERSTATE/BANK

Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 202175100 Page 3 TRUST ACKNOWLEDGMENT STATE OF The ) SS COUNTY OF day of Jul \_,  $2\infty$   $^{\prime\prime}$  before me, the undersigned Notary On this Public, personally appeared Peter B. Bolsoni, of Peter B. Bolsoni Declaration of Trust Living Trust dated May 19, 1999, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowled ged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust. Residing at Notary Public in and for the State of "OFFICIAL SEAL" **ROBERT ROMERO** My commission expires DUM CLOPAS OFFICE COMMISSION EXPIRES 04/04/05

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# MODIFICATION OF MORTGAGE (Continued)

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	LENDER ACKNOWLEDGMENT	
the Lender through its board of direct	ent for the Lender that executed the within a the free and voluntary act and deed of the sators or otherwise, for the uses and purposes the execute this said instrument and that the season of the said instrument and that the said instrument and th	aid Lender, duly authorized by
LASER PRO Lending, Ver. 5.24.10.002 Cope	r. Harland Financial Solutions, Inc. 1997, 2004. All Rights neserved SILASERPROICFILEPLY	MISSION EXPIRES 04/04/05