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RECORDATION REQUESTED BY:

OAK BROOK BANK
OAK BROOK OFFICE
1400 Sixteenth Street
Oak Brook, IL 60523



Doc#: 0414935099
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 05/28/2004 08:35 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

OAK BROOK BANK
OAK BROOK OFFICE
1400 Sixteenth Street
Oak Brook, IL 60523



Doc#: 0423013032
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 08/17/2004 08:44 AM Pg: 1 of 5

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

OAK BROOK BANK
1400 Sixteenth Street
Oak Brook, IL 60523

MODIFICATION OF MORTGAGE

Being re-recorded to correct Pin
THIS MODIFICATION OF MORTGAGE dated May 4, 2004, is made and executed between CATHERINE M. BERGER AND THOMAS J. BERGER, TRUSTEE UNDER THE CATHERINE M. BERGER LIVING TRUST DATED SEPTEMBER 10, 1998 (referred to below as "Grantor") and OAK BROOK BANK, whose address is 1400 Sixteenth Street, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 22, 1997 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE RECORDED MAY 28, 1997 AS DOCUMENT NUMBER 97375232; AND A MODIFICATION OF MORTGAGE DATED MAY 22, 2002 AND RECORDED JUNE 19, 2002 AS DOCUMENT NUMBER 0020684595.

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

THE EAST HALF OF LOT 375 IN BLOCK 7 IN THE 2ND ADDITION OF RIVERSIDE IN THE SOUTH HALF OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.

The Real Property or its address is commonly known as 135 LAWTON ROAD, RIVERSIDE, IL 60546. The Real Property tax identification number is 15-36-303-0279-0000 VOLUME NO. 0186

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

THE PRINCIPAL AMOUNT OF THE LOAN SECURED BY THE MORTGAGE IS INCREASED FROM \$100,000 TO \$300,000; THE INTEREST RATE IS DECREASED FROM PRIME MINUS .51% TO PRIME MINUS .76%; AND THE MATURITY DATE OF THE MORTGAGE IS EXTENDED FROM MAY 22, 2012 TO MAY 4, 2014.

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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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE****(Continued)****Page 2**

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 4, 2004.

GRANTOR:

CATHERINE M. BERGER AND THOMAS J. BERGER, TRUSTEE UNDER THE CATHERINE M. BERGER LIVING TRUST DATED SEPTEMBER 10, 1998

By: Catherine M. Berger
CATHERINE M. BERGER

By: Thomas J. Berger
THOMAS J. BERGER

LENDER:

X Cheryl Swanson
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

TRUST ACKNOWLEDGMENT

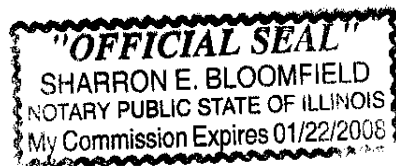
STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 4th day of May, 2004 before me, the undersigned Notary Public, personally appeared **CATHERINE M. BERGER AND THOMAS J. BERGER, TRUSTEE UNDER THE CATHERINE M. BERGER LIVING TRUST DATED SEPTEMBER 10, 1998**, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Sharon E. Bloomfield Residing at Oak Brook IL

Notary Public in and for the State of Illinois

My commission expires _____



Notary Public of DuPage County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

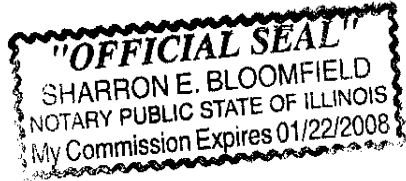
STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 4th day of May, 2004 before me, the undersigned Notary Public, personally appeared Cheryl J Severin 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 Sharon E Bloomfield Residing at Oak Brook IL

Notary Public in and for the State of Illinois

My commission expires _____



Cook County Clerk's Office

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MODIFICATION OF

MORTGAGE (Continued)

WAIVER OF HOMESTEAD EXEMPTION

I am signing this Waiver of Homestead Exemption for the purpose of expressly releasing and waiving all rights and benefits of the homestead exemption laws of the State of Illinois as to all debts secured by this Mortgage. I understand that I have no liability for any of the affirmative covenants in this Mortgage.

X Catherine M. Berger
CATHERINE M. BERGER, Individually

X Thomas J. Berger
THOMAS J. BERGER, Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF DePage

)
) SS
)

On this day before me, the undersigned Notary Public, personally appeared **CATHERINE M. BERGER** and **THOMAS J. BERGER**, to me known to be the individuals described in and who executed the Waiver of Homestead Exemption, and acknowledged that they signed the Waiver of Homestead Exemption as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4 day of May, 2004

By Tanya Dragojlovic

Residing at Oak Brook Bank

Notary Public in and for the State of IL

My commission expires 5-14-2007

