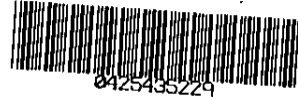


# UNOFFICIAL COPY



Doc#: 0425435229  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 09/10/2004 02:35 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:  
Northview Bank & Trust  
245 Waukegan Road  
Northfield, IL 60093

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

, Loan Administrator  
Northview Bank & Trust  
245 Waukegan Road  
Northfield, IL 60093

## MODIFICATION OF MORTGAGE

8194863 J ICTF  
THIS MODIFICATION OF MORTGAGE dated April 9, 2004, is made and executed between Robert A. Witt and Marilyn M. Witt, as Trustees on behalf of The Witt Living Trust dated December 10, 1999 (referred to below as "Grantor") and Northview Bank & Trust, whose address is 245 Waukegan Road, Northfield, IL 60093 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 19, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated March 19, 2004 recorded 4-7-04 as Document No. 0409842077, securing the real property located at 243 Thackery Lane, Northfield, IL 60093.

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

LOTS 13 AND 14 IN BLOCK 8 IN GEORGE F. NIXON AND COMPANY'S HOME BUDGET ADDITION TO NORTHFIELD, BEING A SUBDIVISION OF LOT 20 AND THE WEST 1/2 OF LOT 19 OF COUNTY CLERK'S DIVISION OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 243 Thackery Lane, Northfield, IL 60093. The Real Property tax identification number is 04-24-307-033-0000

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

The total of all indebtedness so secured is increased to & shall not exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

**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

BOX 333-CTI

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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 9, 2004.

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:

THE WITT LIVING TRUST DATED DECEMBER 10, 1999

BY: Robert A. Witt, Trustee of The Witt Living Trust dated December 10, 1999

BY: Marilyn M. Witt, Trustee of The Witt Living Trust dated December 10, 1999

LENDER:

NORTHVIEW BANK & TRUST

Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

### TRUST ACKNOWLEDGMENT

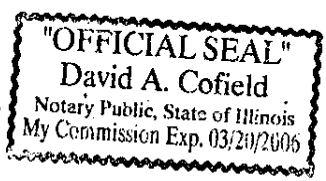
STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF COOK )

On this 9 day of April, 2004 before me, the undersigned Notary Public, personally appeared **Robert A. Witt, Trustee and Marilyn M. Witt, Trustee of The Witt Living Trust dated December 10, 1993**, 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  Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

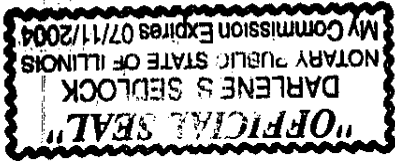


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On this 9 day of April, 2004, before me, the undersigned Notary Public, personally appeared David Garcia and known to me to be the VP authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument 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 [Signature] Residing at 2455 Waukegan Rd

Notary Public in and for the State of Illinois

My commission expires 7-11-2004

STATE OF ILLINOIS

COUNTY OF COOK

SS )  
 )

LENDER ACKNOWLEDGMENT