

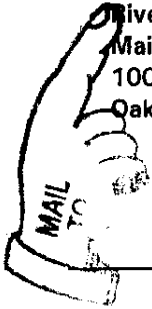
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**RECORDATION REQUESTED BY:**  
Community Bank of Oak Park  
River Forest  
Main Office  
1001 Lake St  
Oak Park, IL 60301

Doc#: 0426117236  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 09/17/2004 12:08 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**  
Community Bank of Oak Park  
River Forest  
Main Office  
1001 Lake St  
Oak Park, IL 60301



**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:  
Community Bank Oak Park River Forest  
1001 Lake Street  
Oak Park, IL 60301

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated August 19, 2004, is made and executed between Kathleen A Hearlston Married to John J. Clark and Whose Address is 907 South Boulevard, Unit 5, Oak Park, IL 60302 (referred to below as "Grantor") and Community Bank of Oak Park River Forest, whose address is 1001 Lake St, Oak Park, IL 60301 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 29, 1999 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorder of Deeds of Cook County, Illinois on October 1, 1999, Document Number 99931943  
Modified by instrument recorded May 9, 2003, as document number 0312906033

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

Parcel 1: The South 21.37 Feet of the North 122.38 Feet of Lot 34 and the West 10 Feet of Lot 35, Also the West 20 Feet of the South 24.77 Feet of Lot 34 Aforesaid, All in the Resubdivision of Lot 1 to 11, Inclusive, in George Scoville's Subdivision of the East 49 Acres of the West 129 Acres of the South West 1/4 of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Parcel 2: Non-Exclusive Easement for Ingress and Egress for the Benefit of Parcel 1 as Set Forth in the Declaration Dated July 13, 1995 as Recorded July 18, 1995 as Document 95465052

The Real Property or its address is commonly known as 907 SOUTH BOULEVARD, UNIT 5, OAK PARK, IL 60302. The Real Property tax identification number is 16-07-304-037-0000

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

*Handwritten initials and date:*  
Su  
4/16/05  
mg  
JA

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 100914170

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **Kathleen A Hearlston**, 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 21<sup>st</sup> day of August, 2004.

By Elizabeth A. Waltemade Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires 2-3-07



### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 21<sup>st</sup> day of August, 2004 before me, the undersigned Notary Public, personally appeared JAMES R BOGNER 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 Elizabeth A. Waltemade Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires 2-3-07



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 100914170

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Extend the Mortgage maturity date from September 1, 2004 to September 1, 2009

**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 AUGUST 19, 2004.**

GRANTOR:

X Kathleen A Hearlston  
Kathleen A Hearlston

LENDER:

COMMUNITY BANK OF OAK PARK RIVER FOREST

X [Signature]  
Authorized Signer

### 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 John J. Clark  
John J. Clark

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 100914170

Page 4

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

) ss

COUNTY OF COOK

On this day before me, the undersigned Notary Public, personally appeared John J Clark, to me known to be the individual described in and who executed the Waiver of Homestead Exemption, and acknowledged that he or she signed the Waiver of Homestead Exemption 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 21<sup>st</sup> day of August, 2004.

By [Signature] Residing at \_\_\_\_\_

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

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



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