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Doc#: 0430033187

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 10/26/2004 11:05 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Northview Bank & Trust 245 Waukegan Road Northfield, IL 60093

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 15, 2004, is made and executed between John T. Fenner, A Single Person (referred to below as "Grantor") and Northviev, 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 July 15, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 07/16/99 as Document Number 99680206 and an Assignment of Rents dated 07/15/99 Recorded 07/16/99 as Document Number 99680207.

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

LOT 25 IN MILLER SUBDIVISION OF BLOCKS 5 AND 6 OF EDSON SUBDIVISION OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, PANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH A PART OF LOT 12 OF LAFLIN SMITH DYER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SAID SECTION 20, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3707 N. Southport, Chicago, IL 60613. The Real Property tax identification number is 14-20-115-012

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

The Maturity Date of this Mortgage is hereby Deleted.

The total of all indebtedness so secured is decreased to and shall not exceed Four Hundred Eighteen One Hundred Fifty and .15/1000 Dollars (\$418,150.15) .

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

BOX 333-CTT

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1837168001

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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 JULY 15, 2004.

hula aller any Clark's Office

GRANTOR:

Penner John T

LENDER!

NORTHVIEW BANK & TRUST

0430033187 Page: 3 of 4

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MODIFICATION OF MORTGAGE

(Continued) Page 3 Loan No: 1837168001 INDIVIDUAL ACKNOWLEDGMENT) STATE OF) SS **COUNTY OF** On this day before me, the undersigned Notary Public, personally appeared John T. Fenner, 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 Notary Public in and for the State of OFFICIAL SEAL My commission expires Loretta A. Bondi Notary Public, State of Illinois My Commission Exp. 06/15/2008 LENDER ACKNOWLEDGMENT **COUNTY OF** before no, the undersigned Notary and known to me to be the Public, personally appeared , 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. Notary Public in and for the State of My commission expires OFFICIAL SEAL" Loretta A. Bondi Notary Public, State of Illinois My Commission Exp. 06/15/2008

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1837168001

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