

UNOFFICIAL COPY

RECORDATION REQUESTED BY:
COMMUNITY BANK OF OAK
PARK RIVER FOREST
1001 LAKE STREET
OAK PARK, IL 60301



Doc#: 0432006174
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 11/15/2004 03:08 PM Pg: 1 of 3

WHEN RECORDED MAIL TO:
COMMUNITY BANK OF OAK
PARK RIVER FOREST
1001 LAKE STREET
OAK PARK, IL 60301

SEND TAX NOTICES TO:
COMMUNITY BANK OF OAK
PARK RIVER FOREST
1001 LAKE STREET
OAK PARK, IL 60301

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Ellen Taylor
COMMUNITY BANK OF OAK PARK RIVER FOREST
1001 LAKE STREET
OAK PARK, IL 60301

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 27, 2004, is made and executed between James Durante, whose address is 1122 S. East Ave., Oak Park, IL 60304 and David Smith, whose address is 1122 S. East Ave., Oak Park, IL 60304 (referred to below as "Grantor") and COMMUNITY BANK OF OAK PARK RIVER FOREST, whose address is 1001 LAKE STREET, OAK PARK, IL 60301 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 26, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the office of the Cook County Recorder on June 14, 2004 as Document Number 0416604143.

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

Lots 12 and 13 in Block 7 in Austin Park a subdivision of the East 1/2 of the South West 1/4 of Section 17, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 1018 Lyman, Oak Park, IL 60304. The Real Property tax identification number is 16-17-314-010-0000 and 16-17-314-011-0000

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

Increase Principal from \$205,000 to \$260,000 to \$310,000.00.

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 Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all

SV
P
B
B
B

UNOFFICIAL COPY

Property of Cook County Clerk's Office

LENDER:

X James P. Durante
 X David J. Smith

GRANTOR:

X COMMUNITY BANK OF OAK PARK RIVER FOREST
 X Authorized Signer

2004.

parties, makers and endorses 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 OCTOBER 27,

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 700912763

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
)
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **James P. Durante and David J. Smith**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of October, 2007.

By Ellen Taylor Residing at Oak Park

Notary Public in and for the State of Illinois

My commission expires Nov. 10, 2007



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
)
 COUNTY OF Cook)

On this 27th day of October, before me, the undersigned Notary Public, personally appeared James Bogard and known to me to be the Asst. V. P., 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 Ellen Taylor Residing at Oak Park

Notary Public in and for the State of Illinois

My commission expires Nov. 10, 2007

