UNOFFICIAL COPY

RECORDATION REQUESTED BY:

State Farm Bank, F.S.B. Bank Loan Center PO Box 2328 Bloomington, IL 61702

WHEN RECORDED MAIL TO: State Farm Bank, F.S.B.

P O Box 8961

Madison, WI 57305-9961

SEND TAX NOTICES TO: FRANK CAKUSO, III 1135 GULF KEYS FOAD ELGIN, IL 60120



Doc#: 0507434031

Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds

Date: 03/15/2005 10:17 AM Pg: 1 of 3

FOR RECORDER'S USE ONLY

Mail To: Box # 352

This Modification of Mortgage prepared by:

Diana Porter, Home Equity Representative State Farm Bank, F.S.B. PO Box 2328

Seemington, IL 61702

MODIFICATION OF MORTGAGE

06589260

THIS MODIFICATION OF MORTGAGE dated February 2, 2005, is made and executed between FRANK CARUSO; a Single Person (referred to below as "Grantor") and State Farm Bank, F.S.B., whose address is PO Box 2328, Bloomington, IL 61702 (referred to below as "Lender').

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 7, 2002 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded on January 2, 2003 in Instrument 0030004680 in Cook Count, Records. Modification recorded July 10, 2003 in Instrument 0319119035.

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

PARCEL 1: LOT 26 IN SARASOTA TRAILS UNIT 1, PLANNED UNIT DEVELOPMENT, SEING LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, AND PART OF THE NORTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 85113985 IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENTS APPURTENANT TO PARCEL 1 CREATED AND DEFINED BY THOSE DECLARATIONS AND RECORDED AS DOCUMENTS NUMBERS 87-064527, 87-64528 AND 87-064529, OVER, UPON AND ACROSS COMMON AREAS DEFINED THEREIN, ALL SITUATED IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1135 GULF KEYS ROAD, ELGIN, IL 60120. The Real Property tax identification number is 06-28-205-026

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

Principal increase of \$22,000.00. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$92,000.00. The maturity date of this Mortgage is February 28, 2012.

0507434031 Page: 2 of 3

UNOFFICIAL C

MODIFICATION OF MORTGAGE

Loan No: 08522201831

(Continued)

Page 2

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 Of Coop County Clark's Office AND GRANTOR AGREES TO US TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 8. 2005.

GRANTOR:

FRANK CARUSO, III

LENDER:

STATE FARM BANK, F.S.B.

Authorized Signer STEVEN W. HAHN

HOME EQUITY MANAGER

0507434031 Page: 3 of 3

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued) Page 3 Loan No: 08522201831 INDIVIDUAL ACKNOWLEDGMENT STATE OF JINOIS) SS On this day before me, the undersigned Notary Public, personally appeared FRANK CARUSO, III, a Single Person, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he are the signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein menuoned. this 8th day of February, 2005.

Residing at 2215 N Wayne Chicas Il Given under my hand and official seal this Notary Public in and for the State of My commission expires \mathcal{G} WOTARY PUBLIC, STATE OF ILLINOIS MY COMMUSSION EXPINES: 09/26/05 LENDER ACKNOWLEDGMENT STATE OF (1) US SOUR COUNTY OF St. Louis _____, <u>>005</u> before me, inclundersigned Notary _ day of FEBRUARY Public, personally appeared STEVEN W. HAHN and known to me to be the HOME Equity MANAGER 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. Residing at 16824 Surset Circle Or 63011 Notary Public in and for the State of ________ My commission expires APRIL 13, 2005 SANDRAYOUNG Notary Public - Notary Seal STATE OF MISSOURI St. Louis County My commission expires April 12, 2005