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RECORDATION REQUESTED BY:

Community Bank of Oak Park
River Forest
Main Office
1001 Lake St
Oak Park, IL 60301

**Doc#: 0509649113**

Eugene "Gene" Moore Fee: \$28.50

Cook County Recorder of Deeds

Date: 04/06/2005 08:06 AM Pg: 1 of 3

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 March 9, 2005, is made and executed between James R. Bogard and Raya D. Bogard, His Wife and Whose Address is 1020 Circle, Forest Park, IL 60130 (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 December 15, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorder of Deeds of Cook County, Illinois on January 15, 2004, as Document Number 0401549040
Modified by instrument recorded June 23, 2004, as document number 0417546010.

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

Lots 37 and 38 in Block 1 in the Subdivision of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 1020 Circle, Forest Park, IL 60130. The Real Property tax identification number is 15-13-421-009-0000

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

Increase of modified Line Principal from \$85,000.00 to \$150,000.00.

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

*By
3/23/05
[Signature]*

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Property of Cook County Clerk's Office

Authorized Signer

COMMUNITY BANK OF OAK PARK RIVER FOREST

LENDER:

Raya D. Bogard

James R. Bogard

GRANTOR:

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 9, 2005.

parties, makers and endorser 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.

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MODIFICATION OF MORTGAGE

Loan No: 102563571

(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **James R. Bogard and Raya D. Bogard**, 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 9th day of March, 2005.

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 9th day of March, 2005 before me, the undersigned Notary Public, personally appeared Charles E. L. Heurcut and known to me to be the SE 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

