

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

OAK BROOK BANK
OAK BROOK OFFICE
1400 Sixteenth Street
Oak Brook, IL 60523

WHEN RECORDED MAIL TO:

OAK BROOK BANK
OAK BROOK OFFICE
1400 Sixteenth Street
Oak Brook, IL 60523



Doc#: 0512303055
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 05/03/2005 11:09 AM Pg: 1 of 4

SEND TAX NOTICES TO:

FOR RECORDER'S USE ONLY

7146586

Mail To: Box # 352

This Modification of Mortgage prepared by:

OAK BROOK BANK
1400 Sixteenth Street
Oak Brook, IL 60523

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 22, 2005, is made and executed between KEITH ARQUILLA and JULIE E. ARQUILLA; HUSBAND AND WIFE AS JOINT TENANTS (referred to below as "Grantor") and OAK BROOK BANK, whose address is 1400 Sixteenth Street, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 30, 1997 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED NOVEMBER 3, 1997 AS DOCUMENT NUMBER 97819706, AND A MODIFICATION OF MORTGAGE DATED OCTOBER 30, 2002 AND RECORDED ON FEBRUARY 13, 2003 AS DOCUMENT NUMBER 0030215325.

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

SEE ATTACHED "EXHIBIT A"

The Real Property or its address is commonly known as 7806 ARQUILLA DRIVE, UNIT #7806, PALOS HEIGHTS, IL 60463. The Real Property tax identification number is 23-36-303-124-1067

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

THE PRINCIPAL AMOUNT OF THE LOAN SECURED BY THE MORTGAGE IS INCREASED FROM \$80,000 TO \$130,000; THE INTEREST RATE IS CHANGED FROM PRIME MINUS .51% TO PRIME MINUS 1.01%; AND THE MATURIEY DATE OF THE MORTGAGE IS EXTENDED FROM OCTOBER 30, 2012 TO APRIL 22, 2015.

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


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MODIFICATION OF MORTGAGE (Continued)

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 APRIL 22, 2005.

GRANTOR:

x 

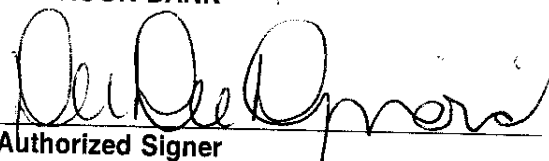
KEITH ARQUILLA

x 

JULIE E. ARQUILLA

LENDER:

OAK BROOK BANK

x 

Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

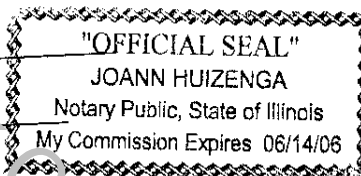
STATE OF IL)
) SS
 COUNTY OF Du Page)

On this day before me, the undersigned Notary Public, personally appeared **KEITH ARQUILLA and JULIE E. ARQUILLA, HUSBAND AND WIFE AS JOINT TENANTS**, 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 22nd day of April, 2005

By Joann Huizena
 Notary Public in and for the State of IL
 My commission expires 6/14/06

Residing at 1400 W. 16th ST
Oak Brook, IL



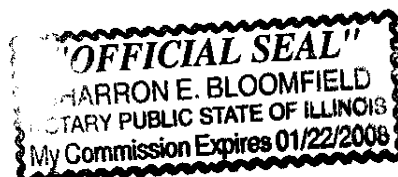
LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 22 day of April, 2005 before me, the undersigned Notary Public, personally appeared Dee Dee Djinovic and known to me to be the AVP 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 Sharon E Bloomfield
 Notary Public in and for the State of Illinois
 My commission expires 1-22-08

Residing at Oak Brook IL



UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS: UNIT NUMBER 7808 IN OAK HILLS CONDOMINIUM II AS DELINEATED ON SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN BURNSIDE'S OAK HILLS COUNTRY CLUB VILLAGE SUBDIVISIONS IN THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY BURNSIDE CONSTRUCTION CO., AN ILLINOIS CORPORATION, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 23771002, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGE SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY.