### **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

SEND TAX NOTICES TO:

8518534856

Doc#: 0516534056 Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 06/14/2005 11:47 AM Pg: 1 of 4



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

OAK BROOK BANK 1200 Sixteenth Street Oak Brook, IL 60523

7302627

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 19, 2005, 15 made and executed between KEVIN M. KENNY; UNMARRIED (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 iday 22, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED JUNE 26, 2003 AS DOCUMENT NUMBER 0317719112.

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

SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION

The Real Property or its address is commonly known as 1441 WEST CUYLER, UNIT #2E, CHICAGO, IL 60613. The Real Property tax identification number is 14-17-314-042-1002

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

THE PRINCIPAL AMOUNT OF THE LOAN SECURED BY THE MORTGAGE IS INCREASED FROM \$20,000 TO \$35,000.00; THE INTEREST RATE IS CHANGED FROM PRIME PLUS .25% TO PRIME MINUS .25%; AND THE MATURITY DATE IS EXTENDED FROM MAY 22, 2010 TO MAY 19, 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 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,

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### MODIFICATION OF MORTGAGE (Continued)

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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 MAY 19, 2005.

Dr. Coot County Clart's Office

**GRANTOR:** 

KEVIN M. KENNY

LENDER:

OAK BROOK BANK

Authorized Signer

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# OFFICIAL COL MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT
STATE OF <u>Illinois</u> ) COUNTY OF)
On this day before the undersigned Notary Public, personally appeared KEVIN M. KENNY, UNMARRIED, 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 day of Residing at Residing at
Notary Public in and for the State of Public State of TERI A. BORNACK NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 03/12/2008
LENDER ACKNOWLEDGMENT
STATE OF Dulay ) SS  COUNTY OF Dulay )
On this day of day day before me, the undersigned Notary Public, personally appeared and known to me to be the
By Sharing & Block Lever Residing at Oak Brook 16
Notary Public in and for the State of Dlings
My commission expires

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### MODIFICATION OF MORTGAGE (Continued)

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#### EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS: UNIT NUMBER 2-"E" AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBEL XIAL ESTATE (TAKEN AS A TRACT): LOT 9 IN BLOCK 4 IN ASHLAND ADDITION TO RAVENSWOOD IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/1 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY CUYLER EAST CONDOMINIUM FILED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY ILLINOIS ON DECEMBER 15, 1977 AS DOCUMENT NUMBER 242383 0 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND in Clarks Office SURVEY) IN COOK COUNTY, ILLINOIS.