

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Executive Banking  
2 S. LaSalle Street  
Chicago, IL 60603



Doc#: 0520112008  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 07/20/2005 09:28 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

MB Financial Bank, N.A.  
Loan Documentation  
6111 N. River Rd.  
Rosemont, IL 60018

#4218289

COOK COUNTY RECORDER OF DEEDS  
EUGENE "GENE" MOORE

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Richard Huttel TR #15933  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 24, 2005, is made and executed between Laurence Saint Germain, and Diane Saint Germain, husband and wife, as tenants in the entirety, whose address is 2950 W. Rascher Ave., Chicago, IL 60625 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 2 S. LaSalle Street, Chicago, IL 60603 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 24, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of March 24, 2004 executed by Laurence Saint Germain and Diane Saint Germain, husband and wife, as tenants in the entirety ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on April 2, 2004 as document no. 0409326084.

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

LOTS 1322 AN 1323 IN BRITIGAN'S BUDLONG WOODS GOLF CLUB ADDITION NUMBER 4 IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2950 W. Rascher Ave., Chicago, IL 60625-3914.  
The Real Property tax identification number is 13-12-108-063-0000

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows:  
The word "Note" means that certain Promissory Note dated as of March 24, 2005 in the original principal amount of \$508,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

**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**

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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 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.

**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 24, 2005.**

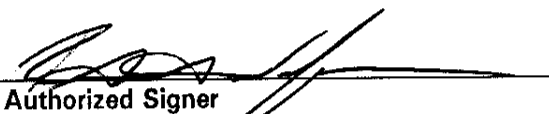
GRANTOR:

X   
Laurence Saint Germain

X   
Diane Saint Germain

LENDER:

MB FINANCIAL BANK, N.A.

X   
Authorized Signer

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**INDIVIDUAL ACKNOWLEDGMENT**STATE OF Illinois

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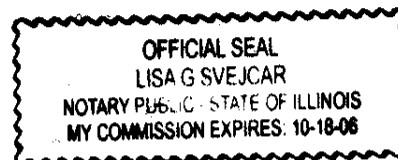
) SS

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **Laurence Saint Germain and Diane Saint Germain**, 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 16<sup>th</sup> day of May, 2005.

By Lisa G SvejcarResiding at Chicago ILNotary Public in and for the State of IllinoisMy commission expires 10-18-06**LENDER ACKNOWLEDGMENT**STATE OF Illinois

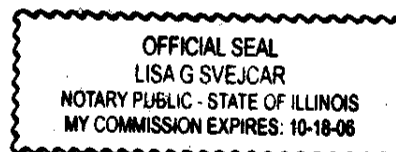
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COUNTY OF Cook

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On this 16<sup>th</sup> day of May, 2005 before me, the undersigned Notary Public, personally appeared R. Scott Wolfen and known to me to be the 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 Lisa G SvejcarResiding at Chicago, ILNotary Public in and for the State of IllinoisMy commission expires 10-18-06

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## MODIFICATION OF MORTGAGE

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