## **UNOFFICIAL COPY**

#### **RECORDATION REQUESTED BY:**

**HERITAGE BANK** Frankfort Banking Center 20201 South LaGrange Road Frankfort, IL 60423

#### WHEN RECORDED MAIL TO:

HERITAGE BANK Frankfort Banking Center 20201 South LaGrange Road Frankfort, IL 60423

SEND TAX NO NOES TO:

HERITAGE BANK Frankfort Banking Center 20201 South LaGrange Road Frankfort, IL 30423

Doc#: 0520347038 Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds

Date: 07/22/2005 10:26 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

llennium Title #04-1600 CE A

This Modification of Mortgage prepared by:

**DERRI L. GIBSON, LOAN PROCESSOR** HERITAGE BANK 20201 South LaGrange Road Frankfort, IL 60423

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 1, 2005 is made and executed between R. SCOTT DONKEL, MARRIED TO NANCY PRIMO, whose address is 808 AFGYLE, FLOSSMOOR, IL 60422 (referred to below as "Grantor") and HERITAGE BANK, whose address is 20201 South LaGrange Road, Frankfort, IL 60423 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 3, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED IN THE COOK COUNTY RECORDER'S OFFICE, RECORDING #0501347023, RECORDED **JANUARY 13, 2005.** 

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

LOT 4 IN BLOCK 13 IN THE SUBDIVISION OF 54.55 ACRES IN THE SOUTHEAST 1/4 OF SECTION 1. TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 808 ARGYLE, FLOSSMOOR, IL 60422. The Real Property tax identification number is 31-01-408-011-0000

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

PRINCIPAL AMOUNT INCREASED FROM \$300,000.00 TO \$350,000.00 AND RATE HAS BEEN INCREASED TO 6.75% FROM 6.25%.

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



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### **MODIFICATION OF MORTGAGE**

Loan No: 15011222140112

(Continued)

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 A STAN OF COUNTY CIEFF'S OFFICE JULY 1, 2005.

**GRANTOR:** 

LENDER:

HERITAGE BANK

Authorized Signer

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# UNOFFICIAL COF MODIFICATION OF MORTGAGE (Continued)

Loan No: 15011222140112

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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 Residing at May My May May May May May May May May	INDIVIDUAL ACKNOWLEDGMENT		
On this day before ne, the undersigned Notary Public, personally appeared R. SCOTT DONKEL, 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	/\	) SS MARK B. FLEMING SHOTTARY PUBLIC. STATE OF ILLINOIS	
Notary Public in and for the State of   LENDER ACKNOWLEDGMENT  STATE OF   On this   On this   COUNTY OF   On this   Aday of    Aday of    Aday of    Aday of    Aday of    Aday of    Aday of    Aday of    Aday of    Aday of    Aday of	be the individual described in and who executed the Modification as his or her free and voluntary mentioned.  Given under my hand and official seal this /3	cation of Mortgage, and acknowledged that he or she y act and deed, for the uses and purposes therein day of, 20	
STATE OF  On this	Notary Public in and for the State of		
On this	LENDER ACKNO	OWLEDGMENT	
and known to the to be the first 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 Residing at May May May May May Motary Public in and for the State of Motary Public in and f	1/1 Ac. 11		
Notary Public in and for the State of Hours	Public, personally appeared Mills Mi	executed the within and foregoing instrument and act and deed of the said Lender, duly authorized by the uses and purposes therein mentioned, and on oath	
	By Cartle at tast	Residing at Micago Hights' LC	
	My commission expires	_	

CAROL A. FASO NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 3/16/2006

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MODIFICATION OF MORTGAGE (Continued)

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