UNOFFICIAL CO

RECORDATION REQUESTED BY:

State Farm Bank, F.S.B. **Bank Loan Center** PO Box 2328 Bloomington, IL 61702

When recorded mail to: FIRST AMERICAN TITLE INSURANCE 1228 EUCLID AVENUE, SUITE 400 CLEVELAND, OHIO 44115

ATTN: FT1120



Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 07/28/2005 02:34 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

SEND TAX NOTICES TO:

DONALD J BERRY SUSAN A BERRY 107 CLIFF ST

WILLOW SPRINGS, IL 60480

AAIL TO > BOX 357

This Modification of Mortgage prepared by

Moulina Kasarla, Home Equity Processor State Farm Bank, F.S.B. FO 3ex 2328 Bloominaton, IL 61702

75079680

7421837

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 26, 2005, is made and executed between DONALD J BERRY and SUSAN A BERRY A/K/A SUSAN A KOHLSTEDT; as Husband and Wife (referred to below as "Grantor") and State Farm Bank, F.S.B., whose address is PO Box 2328, Bloomington, IL 61702 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 30, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded on 01-15-2004, in Document No. 0401527035, in Cook county records.

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 107 CLIFF ST, WILLOW SPRINGS, IL 60480. The Real Property tax identification number is

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

Principal increase of \$15,000. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$20,000.00. The maturity date of the Mortgage will be 06-30-2012.

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



0520716179 Page: 2 of 4

Of County Cloratico

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 08524059334 (Continued) Page 2

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 regresentation 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 26, 2005.

GRANTOR:

DONALD J BERRY

SUSAN A BERRY

LENDER:

STATE FARM BANK, F.S.B.

Authorized Signer STEVEN W. HAHN

HOME EQUITY MANAGER

0520716179 Page: 3 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued) Loan No: 08524059334 Page 3 INDIVIDUAL ACKNOWLEDGMENT OFFICIAL SEAL CARRIE M GARAND) SS NOTARY PUBLIC - STATE OF ILLINOIS On this day before me, the undersigned Notary Public, personally appeared DONALD J BERRY and SUSAN A BERRY, as Husband and Wife, 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 rurposes therein mentioned Given under my hand and official seal this day of Residing at Notary Public in and for the State of My commission expires LENDER ACKNOWLEDGMENT before me, the undersigned Notary Public, personally appeared <u>STEVEN</u> CLL and known to me to be the ____, 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. Residing at Notary Public in and for the State of Muscouri SUSAN M. COX My commission expires 4.34.06St. Charles County My Commission Expires April 24, 2006

0520716179 Page: 4 of 4

UNOFFICIAL COPY

EXHIBIT A

Lots 20 and 21 in the Subdivision of that part of Lot 1 lying North of Archer Road of the Plat of Estate of George Beebe, being a subdivision of that part of the West Half of the Southwest Quarter lying South of the Chicago and Alton Railroad right of way and the fraction of the Southwest Quarter of said Section 33, lying North of the North 90-foot line of the Illinois and Michigan Canal of Section 33, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook Courty, Illinois, according to the Plat of said Subdivision recorded September 29, 1905 as Document Number 3760161, in Book 90 of Plats, page 31, in Cook County, Illinois.

Permanent Parcel Number: 18-31-310-019 18-33-310-020

(Parcel #1) (Parcel #2)

DONALD J. BERRY AND SUSAN A. KOHLSTFDT

C/C/T/S OFFICE 107 CLIFF STREET, WILLOW SPRINGS IL 60430

Loan Reference Number : 53823509 First American Order No: 7421837

Identifier: L/ELS