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COSMOPOLITAN BANK AND
TRUST
801 N. CLARK STREET
CHICAGO, IL 60610

Doc#: 0525010110 Fee: \$28.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/07/2005 01:39 PM Pg: 1 of 3

WHEN RECORDED MAIL TO:
COSMOPOLITAN BANK AND
TRUST
801 N. CLARK STREET
CHICAGO, IL 60610

SEND TAX NOTICES TO:
COSMOPOLITAN BANK AND
TRUST
801 N. CLARK STREET
CHICAGO, IL 60610

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Sue Remegi
COSMOPOLITAN BANK AND TRUST
801 N. CLARK STREET
CHICAGO, IL 60610

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated 8-23-05, is made and executed between Christopher Fleming and Marialisa Fleming, whose address is 2715 South Scott Street, Des Plaines, IL 60018, husband and wife (referred to below as "Grantor") and COSMOPOLITAN BANK AND TRUST, whose address is 801 N. CLARK STREET, CHICAGO, IL 60610 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 1, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded on December 1, 2004 in the Cook County Recorder of Deeds Office as Document No. 0433634131.

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

LOT 2 IN BLOCK 3 IN TOWN IMPROVEMENT CORPORATION DES PLAINES COUNTRYSIDE UNIT NUMBER 3, A SUBDIVISION OF THE EAST 207 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE WEST 8 ACRES OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2715 S. Scott Street, Des Plaines, IL 60018. The Real Property tax identification number is 09-33-208-002.

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

Effective the date of this modification, the definition of Note shall be amended as follows: the word Note shall mean, the Promissory Note dated June 27, 2003 in the original amount of \$115,000.00 as increased to \$210,000.00 by Change in Terms Agreement dated October 1, 2004 and as further amended and increased to \$300,000.00 by Change in Terms Agreement dated August 23, 2005, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, an substitutions for the

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

Loan No: 5016940-003

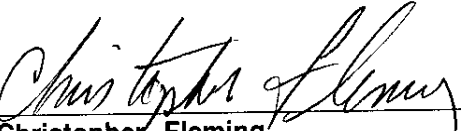
Page 2

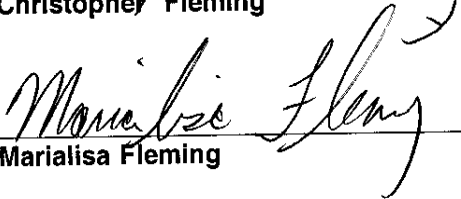
Promissory Note.

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, 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.

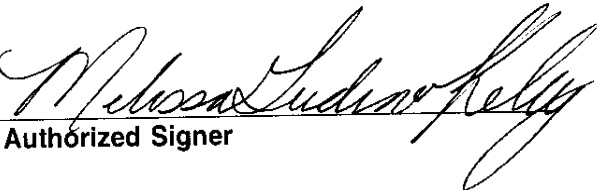
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED 8-23-05.

GRANTOR:

x 
Christopher Fleming

x 
Marialisa Fleming

LENDER:**COSMOPOLITAN BANK AND TRUST**

x 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 5016940-003

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

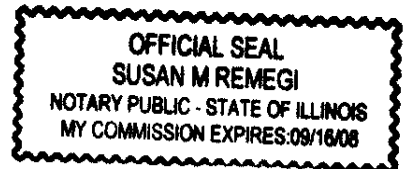
On this day before me, the undersigned Notary Public, personally appeared **Christopher Fleming and Marialisa Fleming**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6th day of September, 20 08

By Susan M. Remegi Residing at Lansing IL

Notary Public in and for the State of Illinois

My commission expires 9-16-08



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 6th day of September, 2008 before me, the undersigned Notary Public, personally appeared _____ 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.

By Susan M. Remegi Residing at Lansing IL

Notary Public in and for the State of Illinois

My commission expires 9-16-08

