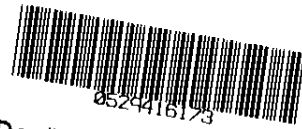


# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

OAK BROOK BANK  
OAK BROOK OFFICE  
1400 Sixteenth Street  
Oak Brook, IL 60523



Doc#: 0529416173 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/21/2005 12:04 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

OAK BROOK BANK  
OAK BROOK OFFICE  
1400 Sixteenth Street  
Oak Brook, IL 60523

8120718

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

OAK BROOK BANK  
1400 Sixteenth Street  
Oak Brook, IL 60523

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 8, 2005, is made and executed between DONALD E. KIMMONS and GAIL L. KIMMONS; HIS WIFE, NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY (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 February 1, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**MORTGAGE RECORDED FEBRUARY 13, 2003 AS DOCUMENT NUMBER 0030215205; AND A MODIFICATION OF MORTGAGE DATED JANUARY 15, 2005 AND RECORDED FEBRUARY 1, 2005 AS DOCUMENT NUMBER 0503244022.**

**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 10800 WEST 71ST PLACE, COUNTRYSIDE, IL 60525.  
The Real Property tax identification number is 18-29-100-050

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

**THE PRINCIPAL AMOUNT OF THE LOAN SECURED BY THE MORTGAGE IS INCREASED FROM \$240,000 TO \$250,000; THE INTEREST RATE IS DECREASED FROM PRIME MINUS .51% TO PRIME MINUS 1.02%; AND THE MATURITY DATE OF THE MORTGAGE IS EXTENDED FROM JANUARY 15, 2015 TO OCTOBER 8, 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

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H-Y  
P-4  
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AH

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## MODIFICATION OF MORTGAGE (Continued)

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 OCTOBER 8, 2005**


GRANTOR:

X   
DONALD E. KIMMONS

X   
GAIL L. KIMMONS

LENDER:

OAK BROOK BANK

X   
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF DuPage )

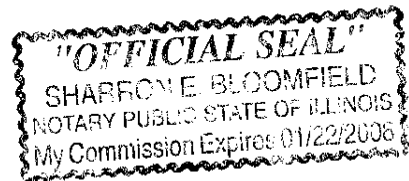
On this day before me, the undersigned Notary Public, personally appeared **DONALD E. KIMMONS and GAIL L. KIMMONS, HIS WIFE, NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed 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 8<sup>th</sup> day of October, 20 05

By Sharon E Bloomfield Residing at Oak Brook IL

Notary Public in and for the State of Illinois

My commission expires 1-22-08



### LENDER ACKNOWLEDGMENT

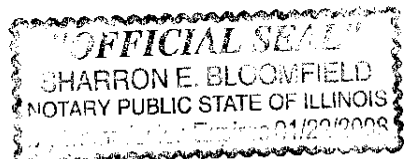
STATE OF Illinois )  
 ) SS  
 COUNTY OF DuPage )

On this 8<sup>th</sup> day of October, 2005 before me, the undersigned Notary Public, personally appeared Caryll J Swenson and known to me to be the AVP, 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 Sharon E Bloomfield Residing at Oak Brook IL

Notary Public in and for the State of Illinois

My commission expires 1-22-08



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## MODIFICATION OF MORTGAGE (Continued)

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"Exhibit A"

Legal Description

ALL THAT PART OF THE EAST 234 FEET OF LOT 1 LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 1, BEING 75 FEET SOUTHERLY OF THE NORTH EAST CORNER OF SAID LOT, THE WESTERLY PARALLEL TO THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 100 FEET, THENCE SOUTH WESTERLY IN A STRAIGHT LINE TO A POINT ON THE WEST LINE OF THE SAID EAST 234 FEET OF LOT 1 AND BEING 85 FEET SOUTHERLY ON THE NORTH WEST CORNER OF THE SAID EAST 234 FEET OF LOT 1, ALL IN PLEASANT VIEW SUBDIVISION BEING PART OF THE EAST 1171.96 FEET OF THE NORTH 40 ACRES OF THE NORTH WEST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK County Clerk's Office