

UNOFFICIAL COPY



0535015002

RECORDATION REQUESTED BY:

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

Doc#: 0535015002 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/16/2005 08:30 AM Pg: 1 of 5

When recorded mail to:

FIRST AMERICAN TITLE INSURANCE
LENDERS ADVANTAGE
1228 EUCLID AVENUE, SUITE 400
CLEVELAND, OHIO 44115
ATTN: NATIONAL RECORDINGS 1120

SEND TAX NOTICES TO:

FRANKLIN H. PIERSON
ANGELA S. PIERSON
25 DOVER STREET
LAGRANGE, IL 60525

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

OAK BROOK BANK
1400 Sixteenth Street
Oak Brook, IL 60523

#7808966

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 8, 2005, is made and executed between FRANKLIN H. PIERSON and ANGELA S. PIERSON; HIS WIFE, NOT IN TENANCY IN COMMON BUT AS JOINT TENANTS (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 August 12, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE RECORDED SEPTEMBER 06, 2005 AS DOCUMENT NUMBER 524922128.

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 25 DOVER STREET, LAGRANGE, IL 60525. The Real Property tax identification number is 18-05-218-006-0000

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

THE PRINCIPAL AMOUNT IS INCREASED TO \$250,000.00 AND THE MATURITY DATE IS EXTENDED TO NOVEMBER 08, 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 the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorers to the Note, including accommodation parties, unless a party is expressly released by

S.C.
S-Y
P-3
S-Y
H-Y
H-Y

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

Page 2

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.

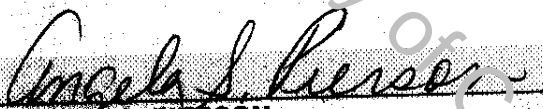
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 8, 2005.

GRANTOR:

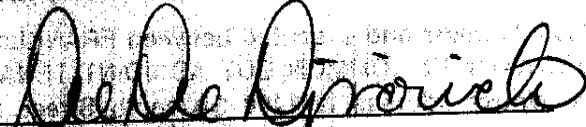
X


FRANKLIN H. PIERSON

X


ANGELA S. PIERSON

LENDER:**OAK BROOK BANK**


Authorized Signer

Property of Cook County Clerk's Office

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

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF DuPage)

On this day before me, the undersigned Notary Public, personally appeared **FRANKLIN H. PIERSON and ANGELA S. PIERSON, HIS WIFE, NOT IN TENANCY IN COMMON BUT AS JOINT TENANTS**, 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.

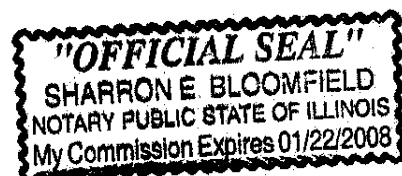
Given under my hand and official seal this 8 day of November, 2005

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)

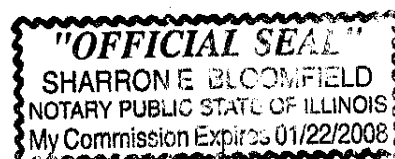
On this 8 day of November, 2005 before me, the undersigned Notary Public, personally appeared Dee Dee Dyrnau and known to me to be the ADP authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the 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



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Page 4

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

BEING THAT PART OF LOT 172 IN WEST END ADDITION TO LA GRANGE, A SUBDIVISION OF THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE CENTER LINE OF OGDEN AVENUE AND THE NORTHERLY LINE OF THE RIGHT OF WAY OF BURLINGTON AND QUINCY RAILROAD DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 172; THENCE NORTH 87.3 FEET; THENCE WEST 125 FEET; THENCE SOUTH TO THE NORTH LINE OF DOVER STREET; THENCE SOUTHEASTERLY ALONG THE STRAIGHT LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.