## **UNOFFICIAL COPY**

RECORDATION REQUESTED BY: FIRST NATIONAL BANK FNB DIXIE HIGHWAY OFFICE 101 DIXIE HIGHWAY CHICAGO HEIGHTS, IL 60411

WHEN RECORDED MAIL TO:

Attn: Commercial Lending First National Bank P.O. Box 125 Olympia Fields, IL 60461

SEND TAX NOTICES TO:

James L. Garofelo 2126 Pine Road Homewood, IL 60436

Doc#: 0600447116 Fee: \$28.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 01/04/2006 11:27 AM Pg: 1 of 3

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
FIRST NATIONAL BANK
101 DIXIE HIGHWAY
CHICAGO HEIGHTS, IL 60411

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 15, 2005, is made and executed between James L. Garofalo, a married man (referred to below as "Grantor") end FIRST NATIONAL BANK, whose address is 101 DIXIE HIGHWAY, CHICAGO HEIGHTS, IL 60411 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 15, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on October 21, 2004 in Cook County Recorder of Deeds as apcument number 0429533144.

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

THE NORTH 117 FEET OF THE EAST 1/2 (EXCEPT THE WEST 100 FEET THEREOF) OF BLOCK 2 IN GEORGE W. JOHNSON'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO MAP THEREOF RECORDED MARCH 11, 1908, AS DOCUMENT NO. 4170979 IN BOOK 97, OF PLATS, PAGE 41, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 17730 Howe Avenue, Homewood, IL 60430-1212. The Real Property tax identification number is 29-31-119-016-0000.

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

The maturity date of the mortgage dated October 15, 2004 is hereby extended from October 15, 2005 to December 15, 2005.

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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# MODIFICATION OF MORTGAGE (Continued)

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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 15, 2009.

GRANTOR

Tames L

LENDER

FIRST NATIONAL BANK

**Authorized Signer** 

Luce A. V.P. Clark's Office

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MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Illinois	)
COUNTY OF COOK	) <b>SS</b> )
On this day before me, the undersigned Notary Public, per be the individual described in and who executed the Modification as his or her free and voluntary mentioned.  Given under my hand and cificial seal this	ersonally appeared James L. Garofalo, to me known to fication of Mortgage, and acknowledged that he or she ry act and deed, for the uses and purposes therein day of
By Rellell Sims	Residing at 20900 S. Western
Notary Public in and for the State of Minum  My commission expires 4-15-08	OCHMULA FIELDS, / L  *OFFICIAL SEAL* Renee Sims Notary Public, State of Illinois My Commission Expires 4-15-08
LENDER ACKNOWLEDGMENT	
COUNTY OF	at executed the within and foregoing instrument and act and deed of the said Lender, duly authorized by
of said Lender.	Residing at 20900 S. Western Acr.
Notary Public in and for the State of <u>Ulwill</u> My commission expires <u></u> H-(5-08	"OFFICIAL SEAL" GOY6 ( Renee Sims Notary Public, State of Illinois My Commission Expires 4-15-08