

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

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



Doc#: 0600532121 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/05/2006 10:42 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: *Beth Bloomfield*
OAK BROOK BANK
1400 Sixteenth Street
Oak Brook, IL 60523

MODIFICATION OF MORTGAGE

85-13095

THIS MODIFICATION OF MORTGAGE dated December 12, 2005 is made and executed between DANIEL E. PESCH and ELLEN P. PESCH; HUSBAND AND WIFE (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 April 25, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE DATED APRIL 25, 2005 AND RECORDED JULY 6, 2005 AS DOCUMENT NO. 0518702258 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$147,900.

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

SEE ATTACHED "EXHIBIT A"

The Real Property or its address is commonly known as 60 WEST ERIE STREET, UNIT 1801, CHICAGO, IL 60610. The Real Property tax identification number is 17-09-219-024-1023, 17-09-219-024-1032, 17-09-219-024-1033

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

PRINCIPAL AMOUNT OF THE LINE IS INCREASED TO \$159,900.00 AND THE MATURITY DATE IS EXTENDED TO DECEMBER 12, 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

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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.

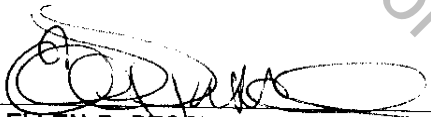
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 12, 2005.

GRANTOR:



X

DANIEL E. PESCH



X

ELLEN P. PESCH

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 COOK)

On this day before me, the undersigned Notary Public, personally appeared **DANIEL E. PESCH and ELLEN P. PESCH, 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 purposes therein mentioned.

Given under my hand and official seal this 12 day of December, 2005

By [Signature] Residing at _____

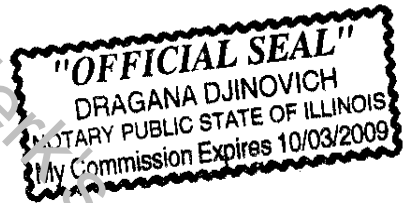
Notary Public in and for the State of _____

My commission expires _____



LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)



On this 12 day of December, 2005 before me, the undersigned Notary Public, personally appeared Paul J. Leake and known to me to be the SVP, 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 [Signature] Residing at _____

Notary Public in and for the State of _____

My commission expires _____

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EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:
RESIDENTIAL UNIT 1801 AND PARKING UNIT P8 AND P9 IN THE SIXTY
WEST ERIE CONDOMINIUMS AS DELINEATED ON A SURVEY ATTACHED AS
AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND
BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR SIXTY WEST
ERIE CONDOMINIUM ASSOCIATION, WHICH WAS RECORDED NOVEMBER 19,
2003 AS DOCUMENT NUMBER 0332332044, LOCATED WITHIN THE EAST
HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,
TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON
ELEMENTS. AS AMENDED FROM TIME TO TIME, IN COOK COUNTY
ILLINOIS-

Permanent Parcel Number: 17-09-219-024-1023*
DANIEL E. PESCH AND ELLEN P. PESCH, HUSBAND AND WIFE

60 WEST ERIE STREET UNIT 1801, CHICAGO IL 60610
Loan Reference Number : 100001
First American Order No: 8543095
Identifier: L/FIRST AMERICAN LENDERS ADVANTAGE



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