## **UNOFFICIAL COPY**

#### RECORDATION REQUESTED BY:

First Bank of Oak Park 11 West Madison St. Oak Park, IL 60302

#### WHEN RECORDED MAIL TO:

First Bank of Oak Park
11 West Madison St.
Oak Park, IL 60302



Doc#: 0603843300 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 02/07/2008 10:08 AM Pg: 1 of 4

SEND TAX NOTICES TO:

First Bank of Oak Park 11 West Madison St. Oak Park, IL 60302

FOR RECORDER'S USE ONLY

R1174985

This Modification of Mortgage prenared by:
Nilda Martinez, Administrative Assistant

First Bank of Oak Park 11 West Madison St. Oak Park, IL 60302 CTIC-HE

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 25, 2006, is made and executed between Joseph C. Kyles, whose address is 482 Dominion Ct., Chicago, IL 60651 (referred to below as "Grantor") and First Bank of Oak Park, whose address is 11 West Madison St., Oak Park, IL 60302 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated runs 1, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in Cook County, IL on August 2, 2005 as Document #0515304138.

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

Lot 7 in Block 1 in Hamstrom's Addition to Oak Park, a Subdivision of the East 1/2 of tr + West 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 17, Township 39 North, Range 13, East of the Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 309 Madison St., Oak Park, IL 60302. The Real Property tax identification number is 16-17-101-003-0000.

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

Increase the Mortgage amount from \$255,000.00 to \$280,000.00.

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



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#### **MODIFICATION OF MORTGAGE**

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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 23, 2006.

Oot County Clert's Office

**GRANTOR:** 

Joseph C. Kyles

Chrystal . Kyles

LENDER:

FIRST-BANK OF OAK PARK

**Authorized Signer** 

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### **MODIFICATION OF MORTGAGE**

(Continued) Loan No: 1056869/301 Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) SS COUNTY OF \_\_ C On this day before me the undersigned Notary Public, personally appeared Joseph C. Kyles and Chrystal L. Kyles, 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. 220 day of December, 20 05 Given under my hand and official seal this Residing at 11 60. Notary Public in and for the State of \_\_\_\_\_\_ OFFICIAL SEAL" KIMBERLY BORKUS My commission expires \_\_\_ Notary Public, State of Illinois My Commission Expires 6-23-2008 LENDER ACKNOWLEDGMENT STATE OF Thimis ) SS COUNTY OF \_\_\_\_\_Cook day of December, 2005 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_\_ and known to me to be the VP \_, 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. Residing at 11 W. Madison 5 Oak Park, IL 60302 Notary Public in and for the State of Thinks 

> OFFICIAL SEAL" KIMBERLY BORKUS Notary Public, State of Illinois My Commission Expires 6-23-2008 tilli transparance

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# UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

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