# UNOFFICIAL COPINITION

RECORDATION REQUESTED BY: EDENS BANK 3245 WEST LAKE AVENUE WILMETTE, IL 60091 Doc#: 0611455032 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 04/24/2006 02:29 PM Pg: 1 of 4

WHEN RECORDED MAIL TO: EDENS BANK 3245 WEST LAKE AVENUE WILMETTE, IL 60091

TICOR- 397466

FOR RECORDER'S USE ONLY

This Modification of Mortgage repared by:
Edens Bank
3245 West Lake Avenue
Wilmette, IL 60091

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 20, 2006, is made and executed between Michael T. Ruley and Cristal Zielonka Ruley, husband and wife, not as joint tenant, nor as tenants in common, but as tenants by the entirety, whose address is 9435 Central Park, Evanston, IL 60203 (referred to below as "Grantor") and EDENS BANK, whose address is 3245 WEST LAKE AVENUE, WILMETTE, IL 60091 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 17, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

First Mortgage Recorded on 8-31-2005 in Cook County Recorder to Decide as Document # 0524350030.

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

LOT 21 IN CENTRAL PARK ADDITION TO NILES CENTER, A SUBDIVISION OF THE SOUTH 5 1/2 ACRES OF THE NORTH 12 ACRES OF LOT 4 IN COUNTY CLERK'S DIVISION OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF THE WEST 164 FEET OF SAID LOT 4 LYING SOUTH OF THE NORTH 60 FEET OF THE SOUTH 2 3/4 ACRES OF LOT 4 AND ALSO EXCEPT PART TAKEN FOR DRAKE AND LINCOLNWOOD HERETOFORE DEDICATED) IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9435 Central Park Ave., Evanston, IL 60203. The Real Property tax identification number is 10-14-200-045-0000.

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

Note amount increased to \$725,000.00. All other terms and conditions remain the same.

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

4+

### MODIFICATION OF MORTGAGE (Continued)

Loan No: 11245317

:ROTMARD

Page 2

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, the mon-signing person consents to the changes and provisions of this modification 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. SOURCE IS DATED MARCH 30, 2006.

Misheel T. Buley

Cristal Z. Buley

LENDER:

LENDER:

X

Authorized Signer

0611455032 Page: 3 of 4

### **UNOFFICIAL COPY**

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 11245317	(Continued)	Page 3
	INDIVIDUAL ACKNOWLEDGI	MENT
STATE OFLUNDIS		
	) SS	
COUNTY OF Cook	)	
Ruley, to me known to be the incacknowledged that they signed the purposes therein mentioned	dividuals described in and who execute Modification as their free and volume.	ppeared <b>Michael T. Ruley and Cristal Z.</b> cuted the Modification of Mortgage, and oluntary act and deed, for the uses and
Given under my hand and official s	eal this 30th day of	March , 20 0c.
By Jaly 8	Residing a	t Wilmette II
Notary Public in and for the State of	of <u>C</u>	Graffialfine light
My commission expires		"OFFICIAL SEAL"  DAVID TELYA  Notary Public, State of Illinois  My Commission Expires 2-21-07
	LENDER ACKNOW/FDGME	NT
STATE OF THINOIS		
COUNTY OF COOK	) SS )	750
, authorized a acknowledged said instrument to be the Lender through its board of dir	gent for the Lender that executed to the free and voluntary act and decrectors or otherwise, for the uses a	before me, the undersigned Notary and known to me to be the VP the within and foregoing instrument and ed of the said Lender, duly authorized by and purposes therein mentioned, and on ument and that the seal affixed is the
Ву	Residing at	WInette Ic
Notary Public in and for the State of	f_I(	THOMORPHONE ON THE
My commission expires入	Ĭ	"OFFICIAL SEAL"  DAV'D TELYA  Notary Public, State of Illinois  My Commission Expires 2-21-07

Page 4

#### (Continued) MODIFICATION OF MORTGAGE

Loan No: 11245317

Property of Cook County Clerk's Office

**UNOFFICIAL COPY** 

0611455032 Page: 4 of 4