

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

State Bank of Countryside  
6734 Joliet Road  
Countryside, IL 60525



Doc#: 0612508113 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/05/2006 12:18 PM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**

State Bank of Countryside  
6734 Joliet Road  
Countryside, IL 60525

**SEND TAX NOTICES TO:**

MARY T. MURPHY MCGUIRK  
8147 NIELSEN DRIVE  
TINLEY PARK, IL 60477

**FOR RECORDER'S USE ONLY**

ACC639

**This Modification of Mortgage prepared by:**

Debra L. Fickett  
State Bank of Countryside  
6734 Joliet Road  
Countryside, IL 60525

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 21, 2006, is made and executed between MARY T. MURPHY MCGUIRK; F/K/A MARY T. MURPHY, MARRIED TO HUGH A. MCGUIRK (referred to below as "Grantor") and State Bank of Countryside, whose address is 6734 Joliet Road, Countryside, IL 60525 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 21, 2004 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

April 13, 2004 as document number 0410401153.

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

LOT 34 IN AVONDALE MEADOWS SUBDIVISION PHASE 2, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND A RESUBDIVISION OF LOTS 14 THROUGH 17, BOTH INCLUSIVE, IN AVONDALE MEADOWS SUBDIVISION PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 18, 1999 AS DOCUMENT NUMBER 99789515 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8147 NIELSEN DRIVE, TINLEY PARK, IL 60477. The Real Property tax identification number is 27-35-401-031-0000.

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

Principal increased to \$100,000.00. Maturity date extended to March 21, 2007.

**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

ENTERPRISE LAND TITLE, LTD.

B

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 908830099-1

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, 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 MARCH 21, 2006.**

GRANTOR:

Waiver of Homestead Exemption

I am signing this Waiver of Homestead Exemption for the purpose of expressly releasing and waiving all rights and benefits of the homestead exemption laws of the State of Illinois as to all debts secured by this Mortgage. I understand that I have no liability for any of the affirmative covenants in this Mortgage.

x Mary T. Murphy McGuirk  
MARY T. MURPHY MCGUIRK

LENDER:

STATE BANK OF COUNTRYSIDE

Hugh A. McGuirk  
Hugh A. McGuirk

x Debra L. Fickett  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

)  
) SS  
)

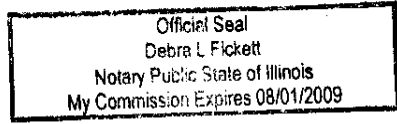
On this day before me, the undersigned Notary Public, personally appeared MARY T. MURPHY MCGUIRK, F/K/A MARY T. MURPHY, MARRIED TO HUGH A. MCGUIRK, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21st day of March, 2006.

By Debra L. Fickett Residing at Cook County, IL

Notary Public in and for the State of IL

My commission expires 8-1-09



# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 908830099-1

Page 3

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
COUNTY OF Cook )

On this 2nd day of March, 2006 before me, the undersigned Notary Public, personally appeared Mary O. Carter and known to me to be the Ms. Debra L. Fickett 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 Debra L. Fickett Residing at Cook County, IL

Notary Public in and for the State of IL

My commission expires 8-1-09



Cook County Clerk's Office