

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Heritage Bank of Schaumburg  
1535 W. Schaumburg Road  
Schaumburg, IL 60194



Doc#: 0612539055 Fee: \$28.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/05/2006 11:40 AM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**

Heritage Bank of Schaumburg  
1535 W. Schaumburg Road  
Schaumburg, IL 60194



**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

Central Loan Operations  
Heritage Bank of Schaumburg  
1535 W. Schaumburg Road  
Schaumburg, IL 60194

6830165-1400

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 15, 2006, is made and executed between John Kim, a Married Man, whose address is 1019 Glenwood, Glenview, IL 60025 (referred to below as "Grantor") and Heritage Bank of Schaumburg, whose address is 1535 W. Schaumburg Road, Schaumburg, IL 60194 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 18, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in Cook County on June 16, 2004 as Document No. 0416726054 and Assignment of Rents as Document No. 0416726055.

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

PARCEL 1: THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 453.20 FEET NORTH AND 121.13 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 AS MEASURED ALONG THE EAST LINE THEREOF AND ALONG A LINE AT RIGHT ANGLES THERETO, ( SAID EAST LINE HAVING AN ASSUMED BEARING OF DUE NORTH FOR THIS LEGAL DESCRIPTION); THENCE NORTH 74 DEGREES 56 MINUTES 55 SECONDS WEST, 9.25 FEET; THENCE 60 DEGREES 03 MINUTES 05 SECONDS WEST 4.21 FEET; THENCE NORTH 64 DEGREES 22 MINUTES 50 SECONDS WEST, 11.57 FEET; THENCE NORTH 29 DEGREES 56 MINUTES 55 SECONDS WEST, 34.63 FEET; THENCE NORTH 60 DEGREES 03 MINUTES 05 SECONDS EAST, 71.75 FEET; THENCE SOUTH 29 DEGREES 56 MINUTES 55 SECONDS EAST, 50.71 FEET; THENCE SOUTH 60 DEGREES 03 MINUTES 05 SECONDS WEST, 54.46 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS DEFINED AND SET FORTH IN DECLARATION OF COVENANTS, DATED AUGUST 18, 1977, AND RECORDED SEPTEMBER 23, 1977, AS DOCUMENT 24119679 AND AS CREATED BY DEED FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NO. 49107 TO HOPE A. PINGITORE DATED MAY 5, 1978, AND RECORDED

5/5  
D3  
5/20  
M/K  
10/11/06

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(Continued)

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JUNE 14, 1978, AS DOCUMENT 24490118 FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2234 W Nichols Rd, Arlington Hts, IL 60004. The Real Property tax identification number is 02-01-200-056-0000.

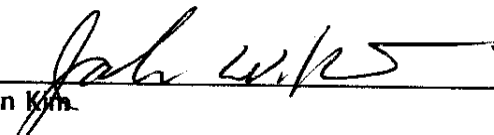
**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

**Change Rate from Variable to 3/3/3 ARM fixed at 6.57% for 3years then tied to the 3-Year Treasury Rate plus 2.85% Margin.**

**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 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.

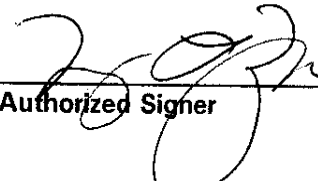
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 15, 2006.**

**GRANTOR:**

X   
John Kim

**LENDER:**

**HERITAGE BANK OF SCHAUMBURG**

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

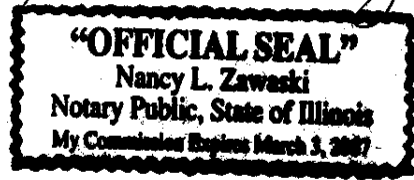
On this day before me, the undersigned Notary Public, personally appeared John Kim, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10<sup>th</sup> day of April, 2006.

By [Signature] Residing at Schaumburg, IL

Notary Public in and for the State of Illinois

My commission expires 3-3-2007



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 10<sup>th</sup> day of April, 2006 before me, the undersigned Notary Public, personally appeared NANCY ZAWASKI and known to me to be the LOAN OFFICER, 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 Melinda Fiske Residing at Schaumburg, IL

Notary Public in and for the State of Illinois

My commission expires 11-19-09

