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0620655078

Doc#: 0620655078 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/25/2006 11:26 AM Pg: 1 of 4

TCOR 399466
all

RECORDATION REQUESTED BY:

**FIRST MIDWEST BANK
ZION
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143**

WHEN RECORDED MAIL TO:

First Midwest Bank
3303 South Sheridan Road
Zion, IL. 60099

670018789-50318

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

**FIRST MIDWEST BANK
300 HUNT CLUB ROAD
GURNEE, IL 60031**

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 24, 2006, is made and executed between JAMES R. VIGUE and SANDRA R. VIGUE, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, whose address is 3 TERRA VITA COURT, SOUTH BARRINGTON, IL 60010 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 24, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED NOVEMBER 18, 2005 AS DOCUMENT #0532256043.

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

PARCEL 1: LOTS 21 IN HIDDEN LAKES SUBDIVISION, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED NOVEMBER 29, 1999 AS DOCUMENT NUMBER 09114892 FOR INGRESS AND EGRESS IN, OVER, UPON, ACROSS AND THROUGH THE COMMON AREAS OVER OUTLOT "P"

The Real Property or its address is commonly known as 27 ELLE COURT, SOUTH BARRINGTON, IL 60010. The Real Property tax identification number is 01-22-105-021-0000.

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

TO DELETE THE DEFINITION OF "NOTE" THEREIN ITS ENTIRETY AND PLACE IN LIEU THEREOF THE FOLLOWING: "NOTE. THE WORD "NOTE" MEANS THE PROMISSORY NOTE OR CREDIT AGREEMENT DATED APRIL 26, 2006 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$2,200,000.00 FROM BORROWER TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF,

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MODIFICATION OF MORTGAGE

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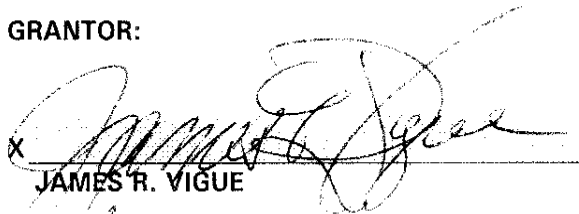
REFINANCINGS OF, CONSOLIDATIONS OF AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR CREDIT AGREEMENT. THE INTEREST RATE ON THE NOTE IS A VARIABLE RATE BASED UPON AN INDEX. NOTICE: UNDER NO CIRCUMSTANCES SHALL THE INTEREST RATE ON THIS MORTGAGE BE MORE THAN THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE. THE MATURITY DATE OF THIS MORTGAGE IS APRIL 24, 2007."

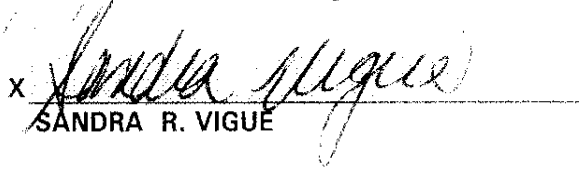
TO MODIFY THE PARAGRAPH TITLED "INDEBTEDNESS" BY DELETING THE PARAGRAPH IN ITS ENTIRETY AND REPLACING IT WITH THE FOLLOWING: "INDEBTEDNESS. AT NO TIME SHALL THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY HE MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE, EXCEED \$6,600,000.00."

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 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 24, 2005.

GRANTOR:

X 
JAMES R. VIGUE

X 
SANDRA R. VIGUE

LENDER:

FIRST MIDWEST BANK

X
Authorized Signer

County Clerk's Office

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MODIFICATION OF MORTGAGE

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **JAMES R. VIGUE** and **SANDRA R. VIGUE**, 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 3/5th day of May, 2006.

By Lorraine M Masura Residing at Chicago Illinois

Notary Public in and for the State of Illinois

My commission expires 2-26-07



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 3/5th day of May, 2006 before me, the undersigned Notary Public, personally appeared Paul Boulevard and known to me to be the Vice President, 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 Madeline Santana Residing at 3303 Sheridan Rd
Zur, IL 60099

Notary Public in and for the State of Illinois

My commission expires 10/22/09



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