

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Devon Bank  
Chicago  
6445 N. Western Ave.  
Chicago, IL 60645



Doc#: 0622908254 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 08/17/2008 10:20 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Devon Bank  
6445 N. Western Ave.  
Chicago, IL 60645-5494

**SEND TAX NOTICES TO:**

Richard M. Filippo  
Rochelle C. Sella  
38 McKinley Lane  
Streamwood, IL 60107

FOR RECORDER'S USE ONLY

025050204

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This Modification of Mortgage prepared by:

CTIC-HE

Stephen M. Bindi, Consumer Loan Department  
Devon Bank  
6445 N. Western Ave.  
Chicago, IL 60645

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated June 6, 2006, is made and executed between Richard M. Filippo and Rochelle C. Sella a/k/a Rochelle C. Filippo, in Joint Tenancy, whose address is 38 McKinley Lane, Streamwood, IL 60107 (referred to below as "Grantor") and Devon Bank, whose address is 6445 N. Western Ave., Chicago, IL 60645 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 6, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on 05/14/2004 as document number 0413504115 in the Office of the Recorder of Deeds of Cook County, Illinois.

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

Lot 364 in Oak Knoll Farms Unit 6, being a subdivision of part of the East 1/2 of Section 22, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 38 McKinley Lane, Streamwood, IL 60107. The Real Property tax identification number is 06-22-215-015-0000

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

The Credit Limit is hereby increased to \$259,000.00, the Maturity Date is extended to June 1, 2016, and the Rate is changed to Prime - 0.750% floating.

**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

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(Continued)**

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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 JUNE 6, 2006.**

**GRANTOR:**

X   
Richard M. Filippa

X   
Rochelle C. Seller

**LENDER:****DEVON BANK**

X   
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF Cook )

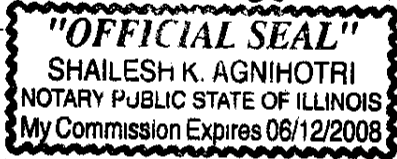
On this day before me, the undersigned Notary Public, personally appeared **Richard M. Filippo and Rochelle C. Seller**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6<sup>th</sup> day of JUNE, 2006.

By Shailesh K. Agnihotri Residing at 950 N MILWAUKEE AVE  
GLENVIEW IL 60025

Notary Public in and for the State of IL

My commission expires 06/12/2008



### LENDER ACKNOWLEDGMENT

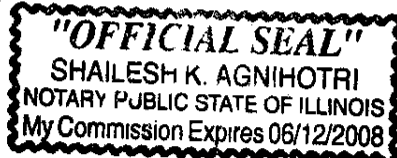
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF Cook )

On this 6<sup>th</sup> day of JUNE, 2006 before me, the undersigned Notary Public, personally appeared Devin Burt and known to me to be the VI 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 Shailesh K. Agnihotri Residing at 950 N MILWAUKEE AVE  
GLENVIEW IL 60025

Notary Public in and for the State of IL

My commission expires 06/12/2008



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## MODIFICATION OF MORTGAGE (Continued)

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