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RECORDATION REQUESTED BY:

**OAK BROOK BANK
OAK BROOK OFFICE
1400 Sixteenth Street
Oak Brook, IL 60523**



Doc#: 0626117077 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/18/2006 11:29 AM Pg: 1 of 5

When recorded mail to:
First American Title Insurance Co.,
Lenders Advantage
1100 Superior Avenue, Suite 200
Cleveland, Ohio 44114
ATTN: NATIONAL RECORDINGS

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

**OAK BROOK BANK
1400 Sixteenth Street
Oak Brook, IL 60523**

**TAYLOR
10107712**

**FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT**

MODIFICATION OF MORTGAGE

10107712

THIS MODIFICATION OF MORTGAGE dated August 15, 2006, is made and executed between MARK R. TAYLOR; MARRIED TO NICOLE J. TAYLOR, SIGNING SOLELY TO WAIVE HOMESTEAD RIGHTS (referred to below as "Grantor") and OAK BROOK BANK, whose address is 1400 Sixteenth Street, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 16, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE RECORDED JUNE 2, 2003 AS DOCUMENT NUMBER 031520105.

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

LOTS 38 AND 39 IN BLOCK 23 IN GROSSDALE, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9120 FAIRVIEW AVENUE, BROOKFIELD, IL 60513. The Real Property tax identification number is 15-34-418-030-0000.

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

THE PRINCIPAL AMOUNT OF THE LOAN SECURED BY THE MORTGAGE IS INCREASED FROM \$30,000 TO \$50,000; THE INTEREST RATE IS DECREASED FROM PRIME PLUS .25% TO PRIME MINUS .51%; AND THE MATURITY DATE OF THE MORTGAGE IS EXTENDED FROM MAY 16, 2010 TO AUGUST 15, 2016.

THE "MAXIMUM LIEN" SECTION OF THE MORTGAGE IS REVISED TO READ, "AT NO TIME SHALL THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE, EXCEED \$50,000.00"

SPH
SM
J

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE****(Continued)**

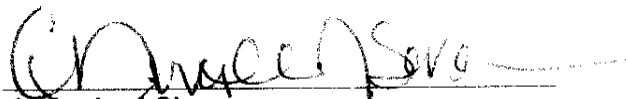
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CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender 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 AUGUST 15, 2006.

GRANTOR:x 

MARK R. TAYLOR

LENDER:**OAK BROOK BANK**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 **MARK R. TAYLOR**, 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.

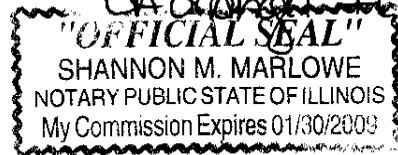
Given under my hand and official seal this 15 day of August, 20 06

By Shannon M. Marlowe

Residing at 326 W Burlington Ave
LA Grange, IL 60525

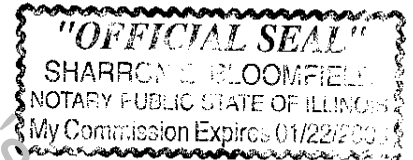
Notary Public in and for the State of IL

My commission expires 1-30-09



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF DuPage)



On this 15 day of August, 2006 before me, the undersigned Notary Public, personally appeared Cheryl J. Swenson and known to me to be the AVP, 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 Sharon C. Bloomfield

Residing at Oak Brook IL

Notary Public in and for the State of Illinois

My commission expires 1-22-08

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MODIFICATION OF MORTGAGE

(Continued)

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MODIFICATION OF MORTGAGE (Continued)

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 *Nicole J. Taylor*
NICOLE J. TAYLOR

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **NICOLE J. TAYLOR**, to me known to be the individual described in and who executed the Waiver of Homestead Exemption, and acknowledged that he or she signed the Waiver of Homestead Exemption 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 15 day of August, 2006.

By *Shannon M Marlowe* Residing at 306 W Burlington Ave
La Grange, IL 60525

Notary Public in and for the State of IL

My commission expires 1-30-09

