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RECORDATION REQUESTED BY:

OXFORD BANK & TRUST
Corporate Office
1111 W. 22nd Street, Suite
800
Oak Brook, IL 60523



Doc#: 0626346069 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/20/2006 08:16 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

OXFORD BANK & TRUST
Corporate Office
1111 W. 22nd Street, Suite
800
Oak Brook, IL 60523

SEND TAX NOTICES TO:

OXFORD BANK & TRUST AS
TRUSTEE UNDER TRUST
AGREEMENT DATED
AUGUST 1, 1996 AND
KNOWN AS TRUST #487
1111 W. 22ND STREET, SUITE
800
OAK BROOK, IL 60523

FOR RECORDER'S USE ONLY

H25097481
This Modification of Mortgage prepared by:

MICHAEL A. PAWLAK, SENIOR VICE PRESIDENT
OXFORD BANK & TRUST
1111 W. 22ND STREET, SUITE 800
OAK BROOK, IL 60523

ORIGINAL

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 16, 2006, is made and executed between OXFORD BANK & TRUST, not personally but as Trustee on behalf of OXFORD BANK & TRUST AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1996 AND KNOWN AS TRUST #487, whose address is 1111 W. 22ND STREET, SUITE 800, OAK BROOK, IL 60523 (referred to below as "Grantor") and OXFORD BANK & TRUST, whose address is 1111 W. 22nd Street, Suite 800, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 16, 1996 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED ON OCTOBER 17, 1996 AS DOCUMENT NO. 96-793050 BY THE COOK COUNTY RECORDER; AND MODIFIED ON AUGUST 16, 2001 TO DECREASE THE INTEREST RATE TO 7.950% AND EXTEND THE MATURITY DATE TO AUGUST 16, 2006 AND KNOWN AS RECORDING #0010800911.

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

LOTS 22, 23, 25, 26, 27, 28, 29, 30, 31 AND 32 IN MONT CLARE HOME ADDITION, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 7829-39 AND 7843 W. GRAND AVE., ELMWOOD

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(Continued)**

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PARK, IL 60635. The Real Property tax identification number is 12-25-321-001, 002, 004, 005,006,007,008 AND 009.

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

EXTEND THE MATURITY DATE OF THE PROMISSORY NOTE & MORTGAGE FROM AUGUST 16, 2006 TO AUGUST 16, 2011. THE INTEREST RATE HAS BEEN INCREASED FROM 5.50% TO 7.50%. THE NEW PAYMENT AMOUNT WILL BE \$2,201.57 BEGINNING ON SEPTEMBER 16, 2006. ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.

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 endorser 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 16, 2006.

GRANTOR:

**OXFORD BANK & TRUST AS TRUSTEE UNDER TRUST AGREEMENT
DATED AUGUST 1, 1996 AND KNOWN AS TRUST #487**

**OXFORD BANK & TRUST, not personally but as Trustee under that
certain trust agreement dated 08-01-1996 and known as OXFORD BANK
& TRUST AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1,
1996 AND KNOWN AS TRUST #487.**

By: Irene S. Nowicki

**IRENE S. NOWICKI, TRUST OFFICER of OXFORD BANK &
TRUST**

This instrument is executed by OXFORD BANK & TRUST not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by OXFORD BANK & TRUST are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against OXFORD BANK & TRUST by reason of any of the covenants, statements, representations or warranties contained in this instrument.

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MODIFICATION OF MORTGAGE

(Continued)

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LENDER:

OXFORD BANK & TRUST

x Michael A Pawlak
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF DuPage)

On this 16th day of August, 2006 before me, the undersigned Notary Public, personally appeared **IRENE S. NOWICKI, TRUST OFFICER of OXFORD BANK & TRUST**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Michael A Pawlak Residing at _____

Notary Public in and for the State of _____

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

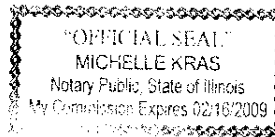
STATE OF ILLINOIS)
)
) SS
 COUNTY OF DuPage)

On this 16th day of August, 2006 before me, the undersigned Notary Public, personally appeared Michael A. Pawlak and known to me to be the SUP Oxford Bank & Trust, 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 Michelle Kras Residing at _____

Notary Public in and for the State of IL

My commission expires 2-16-09



Notary Public of Cook County Clerk's Office