#### **UNOFFICIAL COPY**

**RECORDATION REQUESTED BY:** 

LAKE FOREST BANK AND TRUST COMPANY 727 N. BANK LANE LAKE FOREST, IL 60045

WHEN RECORDED MAIL TO: LAKE FOREST BANK AND TRUST COMPANY 727 N. BANK LANE LAKE FOREST, IL 60045 627888 55

Doc#: 0627008150 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 09/27/2006 03:10 PM Pg: 1 of 4

SEND TAX NOTICES TO:

James J. Farrell (II) Carol Farrell 1300 Sheridan Rd. Winnetka, IL 60091

FOR RECORDER'S USE ONLY

DS5058479

This Modification of Mortgage prepare 1 by:

Sara Sigurdsson
LAKE FOREST BANK AND TRUST COMPANY
727 N. BANK LANE
LAKE FOREST, IL 60045

CTIC-HE

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 31, 2005, is made and executed between James J. Farrell, III and Carol Farrell, his wife, in joint tenancy (referred to below as "Grantor") and LAKE FOREST BANK AND TRUST COMPANY, whose address is 727 N. BANK LANZ LAKE FOREST, IL 60045 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 21, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded May 4, 2005 in the Cook County Recorder's Office as Document #05112/04237.

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

THAT PART OF LOT 3 AND ACCRETIONS IN BLOCK 9 IN MILTON H. WILSON ADDITION TO WILMETTE, SAID ADDITION BEING A SUBDIVISION OF FRACTIONAL SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BETWEEN AT THE MOST WESTERLY CORNER OF LOT 3, RUNNING THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 3 TO THE SOUTH LINE OF LAKOTA SUBDIVISION RECORDED JUNE 2, 1897, AS DOCUMENT 2546211; THENCE EAST ALONG SAID SOUTH LINE OF LAKOTA SUBDIVISION 60 FEET TO A POINT 8 FEET NORTHWESTERLY OF AND PARALLEL TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 50 FEET OF LOT 3 EXTENDED NORTHEASTERLY; THENCE NORTHEASTERLY ALONG A LINE 8 FEET NORTHWESTERLY OF AND PARALLEL TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 50 FEET OF LOT 3 EXTENDED NORTHEASTERLY TO THE WATER'S EDGE; THENCE SOUTHERLY ALONG THE WATER'S EDGE TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 50 FEET OF LOT 3 EXTENDED NORTHEASTERLY THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SOUTHEASTERLY LINE OF SAID LOT; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT TO THE

0627008150 Page: 2 of 4

## UNOFFICIAL COPY

#### MODIFICATION OF MORTGAGE (Continued)

Loan No: 387118-1

Page 2

POINT OF BEGINNING ALSO KNOWN AND DESCRIBED AS PARCEL III AND PARCEL V AS SHOWN ON THE PLAT CONTAINED IN THE DECREE ENTERED ON MAY 5, 1969 IN CASE 64CH863 CIRCUIT COURT OF COOK COUNTY, ILLINOIS AS COPY OF WHICH WAS RECORDED JULY 22, 1969 AS DOCUMENT 20906622 AND RECORDED OCTOBER 6, 1969 AS DOCUMENT 20977794 IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1300 Sheridan, Wilmette, IL 60091. The Real Property tax identification number is 05-27-404-003.

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

Increase principal to \$800,000.00.

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 Mortuage 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 endersor, 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 Th.

Clarks
Office THIS MODIFICATION OF MORTGAGE IS DATED MORTGAGE AND GRANTOR AGREES TO ITS TERMS AUGUST 31, 2006.

GRANTOR:

LENDER:

LAKE FOREST BANK AND TRUST COMPANY

dee In Stu

0627008150 Page: 3 of 4

My commission expires \_\_\_\_\_

#### **UNOFFICIAL COPY**

## MODIFICATION OF MORTGAGE (Continued)

Page 3 Loan No: 387118-1 INDIVIDUAL ACKNOWLEDGMENT STATE OF \_\_\_\_\_\_ ) SS COUNTY OF \_ On this day before me the undersigned Notary Public, personally appeared James J. Farrell, III and Carol Farrell, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Medication as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 31 day of Argust , 20 Residing at \_\_\_\_ By\_\_\_ OFFICIAL SEAL Notary Public in and for the State of \_\_\_ GINAM STEC 12-12-2005 NOTARY PUBLIC - STATE OF ILLINOIS My commission expires \_\_\_\_ LENDER ACKNOWLEDGMENT NOTARY PUBLIC STATE OF ILLINGIS ) SS NV Commission Expires (18/27-20) COUNTY OF \_\_\_\_\_ On this \_\_\_\_\_ day of Agust
Public, personally appeared \_\_\_\_ day of INA M STEC 2006 before me, the unacrsigned Notary \_\_\_ and known to me to be เกิด wes., 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 frectors 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. Residing at \_\_\_\_\_ By\_ Notary Public in and for the State of \_\_\_\_\_

0627008150 Page: 4 of 4

## **UNOFFICIAL COPY**

# MODIFICATION OF MORTGAGE (Continued)

Loan No: 387118-1 (Continued) Page 4

