

UNOFFICIAL COPY



Doc#: 0629608080 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/23/2006 09:24 AM Pg: 1 of 3

CTIC-HE

F2309539

Space Above This Line For Recording Data

This instrument was prepared by Frank O. West , 10 S. Vail Avenue, Arlington Heights, Illinois 60005
When recorded return to Jennifer L. Engelking , 10 S. Vail Avenue, Arlington Heights, Illinois 60005

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is September 22, 2006. The parties and their addresses are:

MORTGAGOR:

JOSEPH CAPOTOSTO
16 Lakeview Road
Hawthorn Woods, Illinois 60047

MARY CAPOTOSTO
AS JOINT TENANTS
16 Lakeview Road
Hawthorn Woods, Illinois 60047

LENDER:

THE PEOPLES' BANK OF ARLINGTON HEIGHTS
Organized and existing under the laws of Illinois
10 S. VAIL AVENUE
ARLINGTON HEIGHTS, Illinois 60005-1841

1. **BACKGROUND.** Mortgagor and Lender entered into a security instrument dated September 22, 2005 and recorded on October 28, 2005 (Security Instrument). The Security Instrument was recorded in the records of County, Illinois at Documents Nos. 0530135666 & 0530135665 and covered the following described Property:

UNITS 113 AND 115 IN THE SOUTH WHEELING ROAD INDUSTRIAL CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

CERTAIN LOTS IN PETER KNITTLE'S ADDITION TO HUNTERSVILLE, TOWNERS SUBDIVISION AND OWNERS SUBDIVISION, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 27236519, AND AS DOCUMENT NO. LR3391667; TOGETHER WITH ITS UNDIVIDED

UNOFFICIAL COPY

PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS. PIN NOS. 03-10-201-071-1002 AND 03-10-201-071-1003

The property is located in County at 113 S. Wheeling Road, Wheeling, Illinois 60090.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, No. 50-0100413, dated September 22, 2006, from CAPPS PLUMBING & SEWER, INC. (Borrower) to Lender, with a maximum credit limit of \$250,000.00, with an interest rate of 7.625 percent per year and maturing on September 22, 2007. One or more of the debts secured by this Security Instrument contains a future advance provision.

(b) All Debts. All present and future debts from CAPPS PLUMBING & SEWER, INC. to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose" as defined and required by federal law governing securities.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:



Joseph Capotosto

Individually

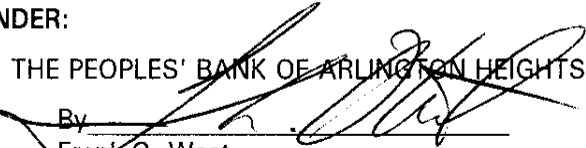


Mary Capotosto

Individually

LENDER:

THE PEOPLES' BANK OF ARLINGTON HEIGHTS

By 

Frank O. West

UNOFFICIAL COPY

ACKNOWLEDGMENT.

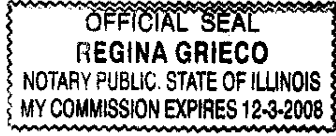
(Individual)

____ OF _____, _____ OF _____ ss.
This instrument was acknowledged before me this 20th day of September, 2006
by Joseph Capotosto, and Mary Capotosto, AS JOINT TENANTS.

My commission expires: 12/03/08

Regina Grieco

(Notary Public)



Property of Cook County Clerk's Office

(Lender Acknowledgment)

State OF Illinois, County OF Cook ss.
This instrument was acknowledged before me this 22nd day of September, 2006
by Frank O. West -- Executive Vice President of THE PEOPLES' BANK OF ARLINGTON
HEIGHTS, a corporation, on behalf of the corporation.

My commission expires:

Jennifer L. Engelking

(Notary Public)

