UNOFFICIAL C

RECORDATION REQUESTED BY:

American Eagle Bank 556 Randall Road South Elgin, IL 60177

WHEN RECORDED MAIL TO:

American Eagle Bank 556 Randall Road South Elgin, IL 60177

SEND TAX NOTICES TO:

American Eagle Bank 556 Randall Ford South Elgin, IL 30177

Doc#: 0633150007 Fee: \$28.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 11/27/2006 07:22 AM Pg: 1 of 3

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Residential Loan Department American Eagle Bank 556 Randall Road

South Elgin, IL 60177

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 14, 2006, is made and executed between LINDA M FOSTER and MICHAEL A FOSTER, whose address is 3 15 CONCORD COURT, NORTHBROOK, IL 60062 (referred to below as "Grantor") and American Eagle Bank, whose address is 556 Randall Road, South Elgin, IL 60177 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dat id July 21, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

A Junior Lien Mortgage dated July 21, 2003 in the original amount c \$120,000.00 and recorded on October 14, 2003 as document no. 0328713126 in Cook County, Illinois.

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

LOT 37 IN BLOCK 104 IN WHITE PLAINS UNIT 7, BEING A SUBDIVISION IN SECTION 3, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINO'S.

The Real Property or its address is commonly known as 3115 CONCORD COURT, NORTHBROOK, IL 60062. The Real Property tax identification number is 04-08-204-037.

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

The Principal is hereby increased from the original amount of \$120,000.00 to \$325,000.00 and the Rate is hereby decreased from the original rate of Prime-0.25% to Prime-0.75% and the Maturity Date is hereby extended to October 20, 2011.

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

0633150007 Page: 2 of 3

Of County Clart's Office

Page 2

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 50 (Continued)

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 SEPTEMBER 14, 2006.

GRANTOR:

LINDA M FOSTER

MICHAEL A FOSTER

LENDER:

AMERICAN EAGLE BANK

Authorized Signer

0633150007 Page: 3 of 3

INOFFICIA

Loan No: 50

MODIFICATION OF MORTGAGE (Continued)

Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF) SS On this day before me, the undersigned Notary Public, personally appeared LINDA M FOSTER and MICHAEL A FOSTER, 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 Residing at Notary Public in and for the State of OFFICIAL SEAL My commission expires _ **ERICA CAPEK** NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4-8-2009 LENDER ACKNOW/LEDGMENT STATE OF ___, <u>2006</u> before me the undersigned Notary and known to rie to be the President , 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. Residing at Notary Public in and for the State of OFFICIAL SEAL My commission expires **ERICA CAPEK** NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4-8-2009