

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Community Bank of Oak Park  
River Forest  
Main Office  
1001 Lake St  
Oak Park, IL 60301



Doc#: 0633940082 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/05/2006 12:56 PM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**

Community Bank of Oak Park  
River Forest  
Main Office  
1001 Lake St  
Oak Park, IL 60301

FOR RECORDER'S USE ONLY

FIRST AMERICAN TITLE  
ORDER # ACCOM

3

This Modification of Mortgage prepared by:  
Claude E. L'Heureux, Senior Vice President  
Community Bank of Oak Park River Forest  
1001 Lake St  
Oak Park, IL 60301

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 17, 2006, is made and executed between Kent D. Barnett and Lauren L. Heath, Husband and Wife, and Whose Address is 420 N Kenilworth Avenue, Oak Park, IL 60302 (referred to below as "Grantor") and Community Bank of Oak Park River Forest, whose address is 1001 Lake St, Oak Park, IL 60301 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 25, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorder of Deeds, of Cook County, Illinois, on July 19, 2005, as Document Number 0520054077.

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

Lot 4 (Except the North 90 Feet and the South 78 Feet) in Yorke's Subdivision of Parts of Lots 18, 19 and 20 in Block 1 in Kettlestring's Additions to Harlem, a Subdivision of Part of the Northwest 1/4 of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 420 N. Kenilworth Avenue, Oak Park, IL 60302. The Real Property tax identification number is 16-07-104-004-0000.

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

Increase Line Principal from \$232,000.00 to \$300,000.00.

**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 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

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

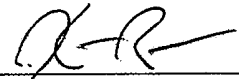
Loan No: 105117270

Page 2

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 NOVEMBER 17, 2006.**

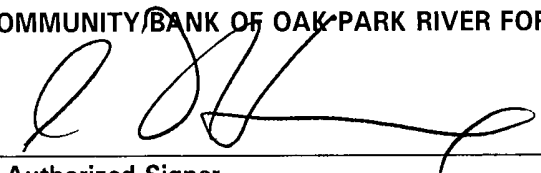
GRANTOR:

X   
\_\_\_\_\_  
Kent D. Barnett

X   
\_\_\_\_\_  
Lauren L. Heath

LENDER:

COMMUNITY BANK OF OAK-PARK RIVER FOREST

X   
\_\_\_\_\_  
Authorized Signer

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

Loan No: 105117270

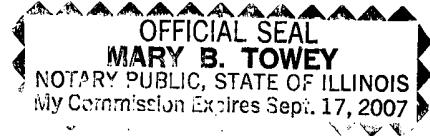
(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **Kent D. Barnett and Lauren L. Heath**, 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 17<sup>th</sup> day of NOVEMBER, 2006.  
 By Mary B. Towey Residing at Will County Ill.  
 Notary Public in and for the State of ILLINOIS  
 My commission expires 09-17-2007



### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF COOK )

On this 17<sup>th</sup> day of NOVEMBER, 2006 before me, the undersigned Notary Public, personally appeared CLAUDE E. L'HERGNEY and known to me to be the Vice 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.

By Mary B. Towey Residing at Will County Ill.  
 Notary Public in and for the State of ILLINOIS  
 My commission expires 09-17-2007

