

# UNOFFICIAL COPY



Doc#: 0634108100 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/07/2006 09:04 AM Pg: 1 of 4

**CTIC-HE**

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This instrument was prepared by Jan Bagley, AMCORE Bank, N.A., P.O. Box 1957, Rockford, Illinois 61110-0457

When recorded return to Jan Bagley, AMCORE Bank N.A. Coml Loan Ops, P.O. Box 1957, Rockford, Illinois 61110-0457

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H25071722 **MODIFICATION OF MORTGAGE**

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is October 30, 2006. The parties and their addresses are:

**MORTGAGOR:**

**JOHN J. ZUCCO**

As Trustee

**DEBORAH S. ZUCCO**

As Trustee

Of the **JOHN J. ZUCCO LIVING TRUST DATED MARCH 27, 1997**

Dated March 27, 1997, A Trust

33 Brinker Road

Barrington, Illinois 60010

**DEBORAH S. ZUCCO**

As Trustee

**JOHN J. ZUCCO**

As Trustee

Of the **DEBORAH S. ZUCCO LIVING TRUST DATED MARCH 27, 1997**

Dated March 27, 1997, A Trust

33 Brinker Road

Barrington, Illinois 60010

**LENDER:**

**AMCORE BANK, N.A.**

Organized and existing under the laws of the United States of America

2505 Farnsworth Avenue

Aurora, Illinois 60504

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**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated November 20, 2003 and recorded on March 11, 2004 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at Document Number: 0407116036 and covered the following described Property:

LOT 1 IN HIGHLANDS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1990 AS DOCUMENT 90506095, IN COOK COUNTY, ILLINOIS.

PIN #01-04-403-017-0000

The property is located in Cook County at 33 Brinker Road, Barrington, Illinois 60010.

**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. Maximum Obligation Limit.** The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$1,525,000.00. This limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

**B. 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 promissory note or other agreement, No. 59645005964500, dated October 30, 2006, from Color Portraits, Inc. (Borrower) to Lender, with a loan amount of \$400,000.00.

(b) All Debts. All present and future debts from Color Portraits, 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.

**4. ADDITIONAL TERMS.** The Maximum Obligation Limit shall be increased to \$1,525,000.00.

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

**MORTGAGOR:**

John J. Zucco Living Trust dated March 27, 1997

By *John J. Zucco* (Seal) 11-3-06

John J. Zucco, Trustee

By *Deborah S. Zucco* (Seal)

Deborah S. Zucco, Trustee

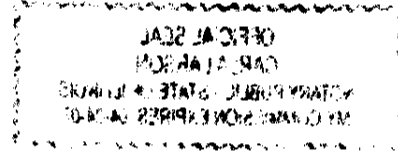
Deborah S. Zucco Living Trust dated March 27, 1997

By *Deborah S. Zucco* (Seal)

Deborah S. Zucco, Trustee

By *John J. Zucco* (Seal) 11-3-06

John J. Zucco, Trustee



**LENDER:**

AMCORE Bank, N.A.

By *SINOL* (Seal)

Lending Officer

**ACKNOWLEDGMENT.**

(Business or Entity)

state OF Illinois, County OF Kane ss.

This instrument was acknowledged before me this 30<sup>th</sup> day of October, 2006 by John J. Zucco - Trustee and Deborah S. Zucco - Trustee of John J. Zucco Living Trust dated March 27, 1997 a Trust on behalf of the Trust.

My commission expires:

*Carla Larson*  
(Notary Public)



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**(Business or Entity)**

State Illinois OF Illinois , County Kane OF Kane ss.

This instrument was acknowledged before me this 30<sup>th</sup> day of October , 2006 by Deborah S. Zucco - Trustee and John J. Zucco - Trustee of Deborah S. Zucco Living Trust dated March 27, 1997 a Trust on behalf of the Trust.

My commission expires:

Carla Larson  
(Notary Public)



**(Lender Acknowledgment)**

State Illinois OF Illinois , County Kane OF Kane ss.

This instrument was acknowledged before me this 30<sup>th</sup> day of October , 2006 by Lending Officer -- Fred Alford of AMCORE Bank, N.A., a corporation, on behalf of the corporation.

My commission expires:

Carla Larson  
(Notary Public)

