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Doc#: 0635545011 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/21/2006 10:32 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
American Chartered Bank
965 National Parkway
Suite 60
Schaumburg, IL 60173

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
American Chartered Bank
1199 E. Higgins Road
Schaumburg, IL 60173

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 22, 2006, is made and executed between Iris Tessitore, not personally but as Trustee on behalf of The Iris Tessitore Irrevocable Trust Agreement dated November 1, 1994 (referred to below as "Grantor") and American Chartered Bank, whose address is 1199 E. Higgins Rd., Schaumburg, IL 60173 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 4, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on September 26, 2002 as Document #0021058980 in the Cook County Recorder's Office.

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

PARCEL 1:

THE SOUTH 28.80 FEET OF LOT 5 AS MEASURED ALONG THE EAST AND WEST LINES THEREOF, IN THE TOWNHOMES OF TIMBERLAKE ESTATES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF PALATINE, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION, EASEMENTS AND HOMEOWNER'S ASSOCIATION RECORDED MAY 2, 1990 AS DOCUMENT NUMBER 90-201,697.

The Real Property or its address is commonly known as 651 North Walden Drive, Palatine, IL 60067. The Real Property tax identification number is 02-15-112-053-0000.

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

Modification of Mortgage reflects the following:

1 of 1
T-39254 mje
Lawyers Unit #15238 Case #

Property of Cook County Clerk's Office

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE****(Continued)**

Loan No: 776204602

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(1) That the above referenced Mortgage now secures a promissory note dated November 22, 2006 in the principal amount of \$100,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The promissory note described in this paragraph is a refinancing of, modification of, and substitution for the Note described in the Mortgage.

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 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 22, 2006.

GRANTOR:

THE IRIS TESSITORE IRREVOCABLE TRUST AGREEMENT DATED NOVEMBER 1, 1994

By: Iris Tessitore

Iris Tessitore, Trustee of The Iris Tessitore Irrevocable Trust Agreement dated November 1, 1994

LENDER:**AMERICAN CHARTERED BANK**

x [Signature]
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 776204602

TRUST ACKNOWLEDGMENT

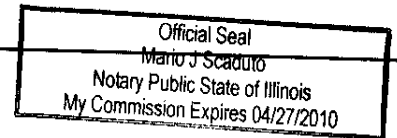
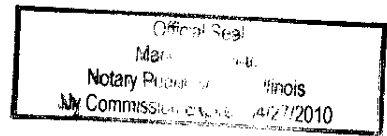
STATE OF Illinois)
)
 COUNTY OF DuPage) SS
)

On this 11th 22nd day of November, _____ before me, the undersigned Notary Public, personally appeared **Iris Tessitore, Trustee of The Iris Tessitore Irrevocable Trust Agreement dated November 1, 1994**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Mario J Scaduto Residing at 340 W Myrick Ave, Addison, IL 60101

Notary Public in and for the State of ILLINOIS

My commission expires 4/27/2010



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 776204602

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LENDER ACKNOWLEDGMENT

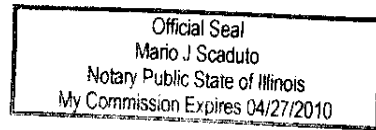
STATE OF Illinois)
)
 COUNTY OF DuPage) SS
)

On this 22ND day of November, before me, the undersigned Notary Public, personally appeared Jennifer Mason and known to me to be the 1st 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 Mario J Scaduto Residing at 390 W Myrick Ave, Addison, IL 60101

Notary Public in and for the State of Illinois

My commission expires 4/27/2010



Cook County Clerk's Office