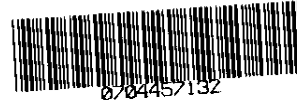


# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
FIRST MIDWEST BANK  
TINLEY PARK MAIN  
ONE PIERCE PLACE  
SUITE 1500  
ITASCA, IL 60143



Doc#: 0704457132 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/13/2007 11:34 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:  
First Midwest Bank  
Gurnee Branch  
P.O. Box 9003  
Gurnee, IL 60031-2502

FOR RECORDER'S USE ONLY

QIT 43-14986 TIN VI

This Modification of Mortgage prepared by:  
FIRST MIDWEST BANK  
300 NORTH HUNT CLUB ROAD  
GURNEE, IL 60031

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 30, 2007, is made and executed between A. PATRICK HOMES, INC., whose address is 12588 MONROE COURT, CROWN POINT, IN 46307 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 27, 2006 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**RECORDED NOVEMBER 3, 2006 AS DOCUMENT# 0630747002 IN COOK COUNTY.**

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

THE WEST 331.0 FEET OF LOTS 1 AND 2 TAKEN AS A TRACT (EXCEPT THE NORTH 119.19 FEET) AND ALSO (EXCEPT THE SOUTH 25.0 FEET OF LOT 1) IN CAPE COD VILLAGE UNIT NO. 2, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 22, 1949 AS DOCUMENT 14483216, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 22503 STATE STREET, STEGER, IL 60475. The Real Property tax identification number is 32-34-108-027-0000.

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

To delete the definition of "Note" therein its entirety and to insert in lieu thereof the following: "Note. The word "Note" means the promissory note or credit agreement dated October 27, 2006 in the original principal amount of \$182,250.00 and amended by a Change In Terms Agreement dated January 30, 2007 in the original principal amount of \$236,250.00 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 interest rate on the Note is a variable interest rate based upon an index. Notice. Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**

(Continued)

Loan No: 53051

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applicable law. Notice to Grantor: The Note contains a variable interest rate."

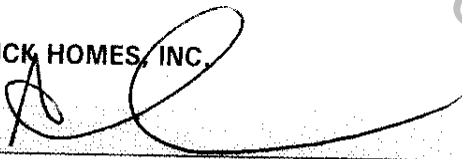
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 JANUARY 30, 2007.**

GRANTOR:

A. PATRICK HOMES, INC.

By:

  
ALDO GAZZILLO, President/Secretary of A. PATRICK HOMES, INC.

LENDER:

FIRST MIDWEST BANK

x   
Authorized Signer

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## MODIFICATION OF MORTGAGE

Loan No: 53051

(Continued)

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### CORPORATE ACKNOWLEDGMENT

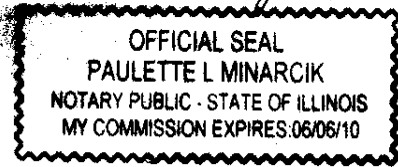
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 30<sup>th</sup> day of January, 2007 before me, the undersigned Notary Public, personally appeared **ALDO GAZZILLO, President/Secretary of A. PATRICK HOMES, INC.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Paulette L. Minarcik Residing at Tinley Park

Notary Public in and for the State of Illinois

My commission expires 6-6-10



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

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### LENDER ACKNOWLEDGMENT

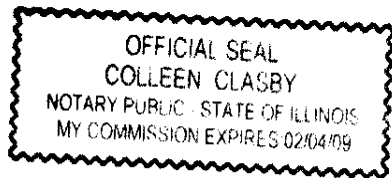
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 1st day of February, 2007 before me, the undersigned Notary Public, personally appeared Rawena minarcik 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 Colleen Clasby Residing at Trinity Park

Notary Public in and for the State of Illinois

My commission expires 2-4-09



Cook County Clerk's Office