# **UNOFFICIAL COPY**

RECORDATION REQUESTED BY:
MIDWEST BANK AND TRUST
COMPANY
Inverness Banking Center
1604 West Colonial Parkway
Inverness, IL 60067

WHEN RECORDED MAIL TO:
MIDWEST BANK AND TRUST
COMPANY
Inverness Banking Center
1604 West Colonial Parkway
Inverness, IL 50067

SEND TAX NOTICES TO MIDWEST BANK AND TRUST COMPANY Inverness Banking Center 1604 West Colonial Parkway Inverness, IL 60067



Doc#: 0722146208 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/09/2007 02:39 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Thomas/Rakoci

MIDWEST BANK AND TRUST COMPANY

1604 West Colonial Parkway

Inverness, IL 60067

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 30, 2007, is made and executed between Julie K. Wettermann and Robert Wettermann, whose address is 2330 Sunset Drive, Inverness, IL 60067 (referred to below as "Grantor") and MIDWEST BANK AND TRUST COMPANY, whose address is 1604 West Colonial Parkway, Inverness, IL 60067 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 11, 2003 (co. "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded June 19, 2006 in Cook County Recorder of Deeds Office.

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

LOT 3 IN HILLCREST UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE NORTH 55 RODS OF THE SOUTH 1 / 2 OF THE SOUTHWEST 1 / 4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2330 Sunset Drive, Inverness, IL 60067. The Real Property tax identification number is 02-17-310-004-0000.

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

This Modification of Mortgage reflects that: (1) the Mortgage now secures: (a) a Promissory Note dated May 11, 2006 in the original principal amount of \$102,744.29 executed by Bandjwet Enterprises, Inc. & Lender ("Note 1"); and (b) a Promissory Note dated May 11, 2006 in the original principal amount of \$223,300.00 executed by Bandjwet Enterprises, Inc. & Lender ("Note 2"); and (c) a Promissory Note

0722146208 Page: 2 of 4

## UNOFFICIAL

#### MODIFICATION OF MORTGAGE

(Continued) Loan No: 702287400001

Page 2

dated May 30, 2007 in the original principal amount of \$100,000.00 executed by Bandjwet Enterprises, Inc. & Lender. Note 1, Note 2 and Note 3 along with any amendments, modifications, extensions, renewals or replacements thereof, are hereinafter collectively referred to as the "Note". All other terms and provisions not specifically amended herein, remain unchanged and in full effect.;

- (2) the following paragraph is hereby inserted into the Mortgage and made a part thereof: REVQLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of credit and shall secured not only the amount which Lender has presently advanced to Grantor under Note 2, but also any future amounts which Lender may advance to Grantor under Note 2 within twenty (20) years from the date of this Mortgage to the same extent as if such future advances were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Granto; complies with all the terms of the Note and Related Documents.; and
- (3) the maximum lien of the Mortgage is hereby increased to \$426,044.29.

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 sociafaction 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 trat this Modification is given conditionally, based on the representation to Lender that the non-signing pe son 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 JR. Clarks Office AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 30, 2007.

**GRANTOR:** 

Wettermann

Robert Wettermann

LENDER:

**MIDWEST BANK AND TRUST COMPANY** 

John M

0722146208 Page: 3 of 4

# **UNOFFICIAL COPY**

#### **MODIFICATION OF MORTGAGE**

(Continued) Loan No: 702287400001 Page 3 INDIVIDUAL ACKNOWLEDGMENT \$\$\$\$\$\$\$\$\$\$\$\$\$\$**\$\$\$\$\$\$** STATE OF ) "OFFICIAL SEAL" SUSAN R. RAKOCI ) SS Notary Public, State of Illinois My Commission Expires 05/24/2010 **COUNTY OF** On this day before are, the undersigned Notary Public, personally appeared Julie K. Wettermann and Robert Wettermann, 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 mentione/ Given under my hand and official seal this 30 day of May, 2007. Residing at Kothmon Betak Notary Public in and for the State of My commission expires 5 2400 LENDER ACKNOWLEDGMENT 2007 before me, the undersigned Notary Public, personally appeared Susan Alkhori and known to rae to be the \_, 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, only 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 Deanna J. Edwards Notary Public State of Illinois My Commission Expires 12/29/07

0722146208 Page: 4 of 4

# UNOFFICIAL COP MODIFICATION OF MORTGAGE

(Continued) Loan No: 702287400001 Page 4

