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Doc#: 0728546041 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/12/2007 08:41 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

MidAmerica Bank, fsb
Illinois Commercial &
Industrial Division
2650 Warrenville Road, Suite
500
Downers Grove, IL 60515

025071028

FOR RECORDER'S USE ONLY *A*

This Modification of Mortgage prepared by:

BOGUSLAWA LOWISZ, COMMERCIAL LOAN PROCESSOR
MidAmerica Bank, fsb
2650 Warrenville Road, Suite 500
Downers Grove, IL 60515

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 3, 2007, is made and executed between JOHN S. MCDOUGALL and GINA M. MCDOUGALL, husband and wife whose address is 1040 GRAYHAWK DR, ALGONQUIN, IL 60102-6321; and MICHAEL D. EANNARINO and AGNES EANNARINO, husband and wife, whose address is 5014 N WESTWOOD DR, MCHENRY, IL 60050-7654 (referred to below as "Grantor") and MidAmerica Bank, fsb, whose address is 2650 Warrenville Road, Suite 500, Downers Grove, IL 60515 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 30, 1999 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded March 8, 1999 as Document No. 99220538 and Modified by Modification of Mortgage dated August 22, 2006 recorded as Document No. 0625446059, all in Cook County, Illinois

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

LOT 1 IN HOFFMAN CENTER RESUBDIVISION, BEING A RESUBDIVISION OF LOT 2 IN HOFFMAN CENTER, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

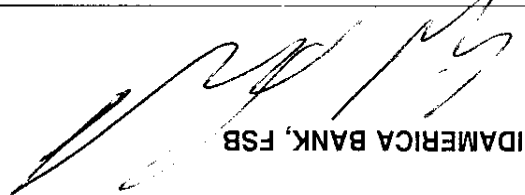
The Real Property or its address is commonly known as 790 BARRINGTON RD, HOFFMAN ESTATES, IL 60194-1107. The Real Property tax identification number is 06-13-401-045-0000.

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

- A. This Mortgage shall now secure a Promissory Note dated July 3, 2007, in the principal amount of \$100,000.00.

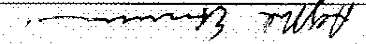
UNOFFICIAL COPY

Authorized Signer


X

MIDAMERICA BANK, FSB

LENDER:


AGNES EANNARINO

X


MICHAEL D. EANNARINO

X


GINA M. MCDUGALL

X


JOHN S. MCDUGALL

X


GRANTOR:

JULY 3, 2007.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED

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 endorses to the Note, including accommodation parties, unless a party is expressly released by the 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.

B. The Maturity Date is hereby amended to July 3, 2008

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MODIFICATION OF MORTGAGE

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Kane)

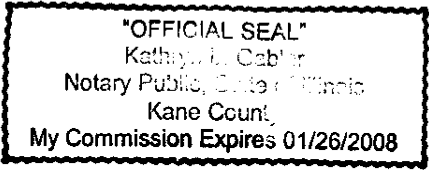
On this day before me, the undersigned Notary Public, personally appeared **JOHN S. MCDUGALL ; GINA M. MCDUGALL; MICHAEL D. EANNARINO; and AGNES EANNARINO**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4th day of October, 20 07

By Kathryn L. Gabler Residing at Urbana

Notary Public in and for the State of Illinois

My commission expires 1-26-08



LENDER ACKNOWLEDGMENT

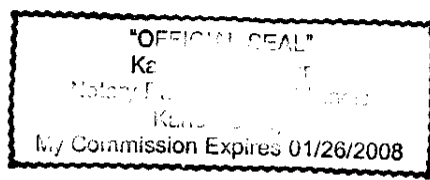
STATE OF Illinois)
) SS
 COUNTY OF Kane)

On this 5th day of October, 2007 before me, the undersigned Notary Public, personally appeared Erik Inabretson and known to me to be the Asst. 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 Kathryn L. Gabler Residing at Urbana

Notary Public in and for the State of Illinois

My commission expires 1-26-08



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**MODIFICATION OF MORTGAGE
(Continued)**