Doc#: 0730256116 Fee: \$50.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 10/29/2007 02:48 PM Pg: 1 of 3

WHEN RECORDED MAIL TO:
Johnson Bank
Retail Lending
555 Main Street, Suite 360
Racine, WI 53403

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

BETH PICHELMAN, RETAIL LOAN PROCESSOR

JOHNSON BAN(

555 MAIN ST, ST(...)60

RACINE, WI 53403

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 24, 2007, is made and executed between KENNETH A NIKOLAS and LISA M NIKOLAS, whose address is 910 S MICHIGAN AVE 1512, CHICAGO, IL 60605 (referred to below as "Grantor") and JOHNSON BANK, whose address is 159 MARTIN LUTHER KING JR BLVD, MADISON, WI 53703 (referred to below its "Lender").

MORTGAGE. Lender and Grantor have entered in a Mortgage dated May 21, 2006 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as inclows:

RECORDED ON 5/3/06 AS DOCUMENT NO. 0612534091 IN COOK CO, IL.

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

See ATTACHED LEGAL DESCRIPTION, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 910 \$ MICHGAN AVE #1512, CHICAGO, IL 60605. The Real Property tax identification number is 17-15-307-036-1059.

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

AGREEMENT THE DEFINITION OF THE TERM "CREDIT AGREEMENT" IS / MENDED IN ITS ENTIRERTY TO READ AS FOLLOWS: CREDIT AGREEMENT: THE WORDS "CREDIT AGREEVENT" MEANS THE CREDIT AGREEMENT DATED AUGUST 24, 2007, WITH A CREDIT LIMIT OF \$67,800.00 FROM GRANTOR TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS OF THE PROMISSORY NOTE ON ACREEMENT.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original furrigage 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 AUGUST 24, 2007.

MODIFICATION OF MORTGAGE (Centined)

Loan No: 5288141867

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My commission expires July 28, 2008 Notary Public in and for the State of 🗘 AC 2 tr gnibiseA Given under my hand and official seal this 1005, July TOKE purposes therein mentioned. acknowledged that they signed the Modification as their fiee and voluntary act and deed, for the uses and NIKOLAS, to me known to be the individuals described in and who executed the Modification of Mortgage, and On this day before me, the undersigned Notary Public, or sonally appeared KENNETH A NIKOLAS and LISA M Mary E. Daniel Notary Public, State of Illinois My Commission Exp. 07/28/2008 SS (OFFICIAL SEAL NADIVIDUAL ACKNOWLEDGMENT **JOHNSON BANK** :ROTNARD

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UNOFFICIAL COPY

PARCEL 1:

UNIT 1512 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN MICHIGAN AVENUE LOFTS CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 98-774537, AS AMENDED FROM TIME TO TIME, IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, USE, MAINTENANCE, UTILITIES AND Opens of Cook County Clerk's Office ENJOYMENT AS SET FORTH IN THE DECLARATION RECORDED AUGUST 31, 1998 AS DOCUMENT NO. 98-774537.