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RECORDATION REQUESTED BY:
MIDWEST BANK AND TRUST
COMPANY
Melrose Park
501 WEST NORTH AVENUE
MELROSE PARK, IL 60160



Doc#: 0735318065 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/19/2007 12:04 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
MIDWEST BANK AND TRUST
COMPANY
Melrose Park
501 WEST NORTH AVENUE
MELROSE PARK IL 60160

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
MYLES/ARCEO
MIDWEST BANK AND TRUST COMPANY
501 WEST NORTH AVENUE
MELROSE PARK, IL 60160

First American Title
Order # 1730880

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 10, 2007, is made and executed between Joseph M. Andriacchi and Silvana Andriacchi a/k/a Silvana Venditti-Andriacchi, husband and wife, joint tenants, whose address is 142 N. Franklin Avenue, River Forest, IL 60305-1312 (referred to below as "Grantor") and MIDWEST BANK AND TRUST COMPANY, whose address is 501 WEST NORTH AVENUE, MELROSE PARK, IL 60160 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 24, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded June 7, 2006 as Document Number 0615804012 and Assignment of All Rents as Document Number 0615804013 in the Office of the Cook County Recorder of Deeds. .

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

THE SOUTH 1/3 OF LOT 24 IN "ELMWOOD PARK GARDENS", BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2800 N. 75th Avenue, Elmwood Park, IL 60707. The Real Property tax identification number is 12-25-225-035.

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

The "Note" as defined in the Mortgage, has been replaced with a Promissory Note dated December 10, 2007 in the principal amount of \$525,000.00 payable to Midwest Bank and Trust Company.

The "Maximum Lien" section of the Mortgage is hereby amended by replacing the amount of \$133,125.00 with the amount "\$525,000.00."

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MODIFICATION OF MORTGAGE

(Continued)

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 DECEMBER 10, 2007.

GRANTOR:

X Joseph M. Andriacchi
Joseph M. Andriacchi

X Silvana Andriacchi Silvana Venditti-Andriacchi
Silvana Andriacchi a/k/a Silvana Venditti-Andriacchi

By Joseph M. Andriacchi Attorney in fact
LENDER:

MIDWEST BANK AND TRUST COMPANY

X [Signature]
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **Joseph M. Andriacchi and Silvana Andriacchi a/k/a Silvana Venditti-Andriacchi**, 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. *by Joseph M. Andriacchi her attorney in fact*

Given under my hand and official seal this 10 day of December, 2007.

By Liliana Flores Residing at Cook

Notary Public in and for the State of Illinois

My commission expires 10/23/11



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 10th day of December 2007 before me, the undersigned Notary Public, personally appeared Lester Arceo and known to me to be the Asst Vice Pres, 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 Elizabeth Salgado Residing at Niles Park

Notary Public in and for the State of Illinois

My commission expires 6/18/11



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MODIFICATION OF MORTGAGE (Continued)

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