

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

**FIRST MIDWEST BANK
TINLEY PARK MAIN
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143**



Doc#: 0801446013 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/14/2008 10:22 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

**First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502**

312014349-53619 67005 3439 312

FOR RECORDER'S USE ONLY

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 December 21, 2007, is made and executed between THOMAS E. FOSTER and CATHY A. FOSTER, whose address is 102 WINDMILL ROAD, ORLAND PARK, IL 60467 (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 January 4, 2007 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED JANUARY 16, 2007 AS DOCUMENT# 0701618078 IN COOK COUNTY.

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

LOT 19 IN SILO RIDGE ESTATES UNIT FOUR A PLANNED UNIT DEVELOPMENT OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 19 SILO RIDGE ROAD WEST, ORLAND PARK, IL 60462. The Real Property tax identification number is 27-07-304-030.

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

To delete the paragraph titled "Maximum Lien" in its entirety and place in lieu the following: "Maximum Lien". At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$4,207,500.00.

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

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(Continued)**

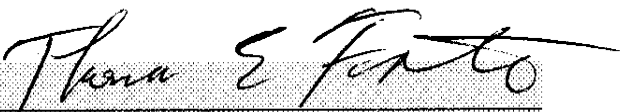
Loan No: 53619


Page 2

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 21, 2007.

GRANTOR:

x 
THOMAS E. FOSTER

x 
CATHY A. FOSTER

LENDER:

FIRST MIDWEST BANK

x 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 53619

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **THOMAS E. FOSTER**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21st day of December, 20 07.

By Paulette L. Minarcik Residing at Tinley Park

Notary Public in and for the State of Illinois

My commission expires 6-6-10



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **CATHY A. FOSTER**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21st day of December, 20 07.

By Paulette L. Minarcik Residing at Tinley Park

Notary Public in and for the State of Illinois

My commission expires 6-6-10



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 53619

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 27th day of December 2007 before me, the undersigned Notary Public, personally appeared Paulette Minarcik and known to me to be the Vice President, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST BANK** 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 in fact executed this said instrument on behalf of **FIRST MIDWEST BANK**.

By Colleen Clasby Residing at Tinley Park

Notary Public in and for the State of Illinois

My commission expires 2.4.09

