

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Inland Bank and Trust  
2225 S. Wolf Road  
Hillside, IL 60162

**WHEN RECORDED MAIL TO:**

Inland Bank and Trust  
2225 S. Wolf Road  
Hillside, IL 60162

**SEND TAX NOTICES TO:**

Inland Bank and Trust  
2225 S. Wolf Road  
Hillside, IL 60162



Doc#: 0802333165 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/23/2008 02:38 PM Pg: 1 of 3

This Modification of Mortgage prepared by:

8023-0089

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated December 26, 2007, is made and executed between Sam Fakhouri, whose address is 2748 Wendy Dr, Naperville, IL 60565 (referred to below as "Grantor") and Inland Bank and Trust, whose address is 2225 S. Wolf Road, Hillside, IL 60162 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 21, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on 05/10/2005 as document number 0513025187.

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

LOT 1 IN CORNELL NORTH SUBDIVISION NO 2 ACCORDING TO THE PLAT RECORDED NOVEMBER 23, 2004 AS DOCUMENT NO. 0432819113, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1967 N. Cornell Ave., Melrose Park, IL. The Real Property tax identification number is 12-33-302-038-0000.

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

A Change In Terms Agreement dated November 30, 2007 principal loan increase from \$700,000.00 to \$715,000.00. Maturity date is being extended to April 15, 2008.

**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

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

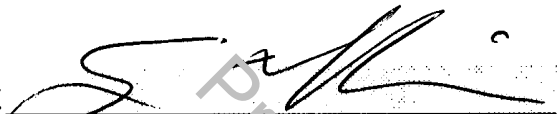
Loan No: 247200

Page 2

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.

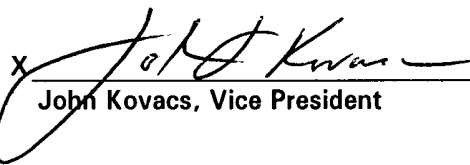
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 26, 2007.

GRANTOR:

X   
Sam Fakhouri

LENDER:

INLAND BANK AND TRUST

X   
John Kovacs, Vice President

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )

) SS

COUNTY OF Will )

On this day before me, the undersigned Notary Public, personally appeared **Sam Fakhouri**, 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 30<sup>th</sup> day of NOVEMBER, 2007.

By  Residing at Crest Hill

Notary Public in and for the State of Illinois

My commission expires 12/31/07



# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 247200

Page 3

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Will )

On this 30<sup>th</sup> day of November, 2007 before me, the undersigned Notary Public, personally appeared **John Kovacs** and known to me to be the **Vice President**, authorized agent for **Inland Bank and Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Inland Bank and Trust**, duly authorized by **Inland Bank and Trust** 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 **Inland Bank and Trust**.

By Josephine P Anders Residing at Crest Hill

Notary Public in and for the State of Illinois

My commission expires 12/31/07



Watermark: Cook County Clerk's Office