

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

1st Equity Bank
3956 West Dempster St
Skokie, IL 60076



WHEN RECORDED MAIL TO:

1st Equity Bank
3956 West Dempster St
Skokie, IL 60076

Doc#: 0807250065 Fee: \$40.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/12/2008 02:26 PM Pg: 1 of 3

SEND TAX NOTICES TO:

1st Equity Bank
3956 West Dempster St
Skokie, IL 60076

This Modification of Mortgage prepared by:

Doc Carl
1st Equity Bank
3956 W. Dempster
Skokie, IL 60076

35

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated Jun. 14, 2007, is made and executed between DAVID H. CUTLER, whose address is 8350 KEDVALE, SKOKIE, IL 60076 (referred to below as "Grantor") and 1st Equity Bank, whose address is 3956 West Dempster St, Skokie, IL 60076 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 6, 2007 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

FILING DATE APRIL 6, 2007 AS DOCUMENT NO. 0709655165 IN THE RECORDS OF THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS.

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

LOTS 396, 397 AND THE SOUTH 5 FEET OF LOT 398 IN SWENSON'S BROTHERS 3RD ADDITION TO COLLEGE HILL ADDITION TO EVANSTON, BEING A SUBDIVISION OF LOT 4 IN ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8939 LINCOLNWOOD DR, EVANSTON, IL 60203. The Real Property tax identification number is 10-14-417-037-0000.

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

GRANTOR HAS REQUESTED AND RECEIVED AN EXTENSION. THE NEW MATURITY DATE IS 06/14/08.

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

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 2

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.

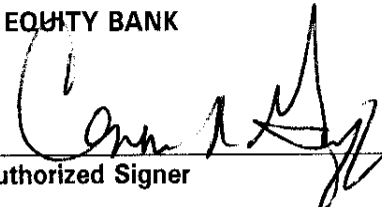
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 14, 2007.

GRANTOR:

X 
DAVID H. CUTLER

LENDER:

1ST EQUITY BANK

X 
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **DAVID H. CUTLER**, 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 14th day of June, 2007.

By  Residing at 3956 W Dempster

Notary Public in and for the State of IL Skokie IL 60074

My commission expires 9 2009



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

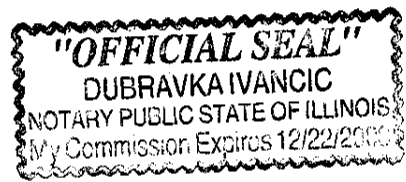
STATE OF IL)
) SS
 COUNTY OF Cook)

On this 14th day of June, 2007 before me, the undersigned Notary Public, personally appeared Carrie R. Griffin and known to me to be the V.P. 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 Dubravka Ivancic Residing at 3956 W Dempster
Stoke IL 60074

Notary Public in and for the State of IL

My commission expires 12/22/08



COOK County Clerk's Office