

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

ELGIN STATE BANK  
P O BOX 541  
1001 S RANDALL ROAD  
ELGIN, IL 60121-0541



Doc#: 0810122037 Fee: \$44.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/10/2008 11:51 AM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

ELGIN STATE BANK  
P O BOX 541  
1001 S RANDALL ROAD  
ELGIN, IL 60121-0541

**SEND TAX NOTICES TO:**

ELGIN STATE BANK  
P O BOX 541  
1001 S RANDALL ROAD  
ELGIN, IL 60121-0541

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Loan Operations  
ELGIN STATE BANK  
P O BOX 541  
ELGIN, IL 60121-0541

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 28, 2008, is made and executed between Carmen C. Galante, whose address is 10 Deveaux Court, South Barrington, IL 60010; Victoria P. Galante, Husband and Wife, whose address is 10 Deveaux Court, South Barrington, IL 60010; Christopher J. Anderson, whose address is 8394 Magnolia Street, St. John, IN 46373 and Linda A. Anderson, Husband and Wife, whose address is 8394 Magnolia Street, St. John, IN 46373 (referred to below as "Grantor") and ELGIN STATE BANK, whose address is P O BOX 541, 1001 S RANDALL ROAD, ELGIN, IL 60121-0541 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 23, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded on August 27, 2007 at the office of the Cook County Recorder and recorded as Document No. 0723913083.

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

PARCEL 1: UNIT NO. 1, IN SOUTH BARRINGTON EXECUTIVE CENTER 16 CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 16, IN SOUTH BARRINGTON EXECUTIVE CENTER, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 2000 AS DOCUMENT NO. 00520062, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED SEPTEMBER 28, 2004, AS DOCUMENT NO. 0427244030, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF PARCEL 1 AS DELINEATED ON

SY  
RM

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 404-00

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THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT NO. 00520062 AND AS DEFINED IN THE DECLARATION OF PROTECTIVE COVENANTS BY KENNEDY REAL ESTATE DEVELOPMENT LIMITED PARTNERSHIP RECORDED DECEMBER 8, 2000 AS DOCUMENT NO. 00966950

The Real Property or its address is commonly known as 5 Executive Court, Unit 1, South Barrington, IL 60010. The Real Property tax identification number is 01-35-200-027-0000.

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

The principal amount is increasing from \$490,000.00 to \$750,000.00.

**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 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 endorser 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.

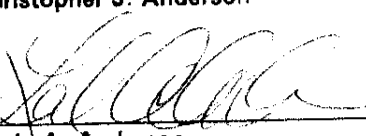
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 28, 2008.**

GRANTOR:

X \_\_\_\_\_  
Carmen C. Galante

X \_\_\_\_\_  
Victoria P. Galante

X  \_\_\_\_\_  
Christopher J. Anderson

X  \_\_\_\_\_  
Linda A. Anderson

DeKalb County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 404-00

Page 2

THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT NO. 00520062 AND AS DEFINED IN THE DECLARATION OF PROTECTIVE COVENANTS BY KENNEDY REAL ESTATE DEVELOPMENT LIMITED PARTNERSHIP RECORDED DECEMBER 8, 2000 AS DOCUMENT NO. 00966950

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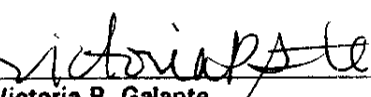
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**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 28, 2008.**

GRANTOR:

X   
Carmen C. Galante

X   
Victoria P. Galante

X \_\_\_\_\_  
Christopher J. Anderson

X \_\_\_\_\_  
Linda A. Anderson

DeKalb County Clerk's Office

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## MODIFICATION OF MORTGAGE

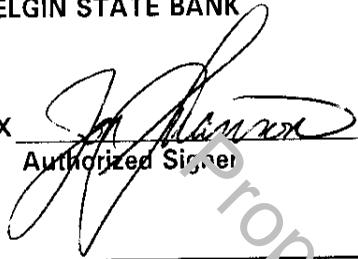
(Continued)

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LENDER:

ELGIN STATE BANK

X   
 \_\_\_\_\_  
 Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Kane )

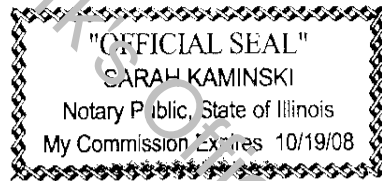
On this day before me, the undersigned Notary Public, personally appeared **Carmen C. Galante; Victoria P. Galante; Christopher J. Anderson; and Linda A. Anderson**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28 day of March, 2008.

By Sarah Kaminski Residing at Elgin

Notary Public in and for the State of IL

My commission expires 10-19-08



# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 404-00

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### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Kane )

On this 28 day of March, 2008 before me, the undersigned Notary Public, personally appeared Jon Swanson and known to me to be the \_\_\_\_\_, authorized agent for **ELGIN STATE BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **ELGIN STATE BANK**, duly authorized by **ELGIN STATE 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 **ELGIN STATE BANK**.

By Sarah Kaminski Residing at Elgin

Notary Public in and for the State of IL

My commission expires 10-19-08

