

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
MCHENRY/MAIN
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143



Doc#: 0812246072 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/01/2008 01:26 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

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

456017493-3992 444 45000

FOR RECORDER'S USE ONLY

5

This Modification of Mortgage prepared by:

First Midwest Bank
300 N. Hunt Club Road
Gurnee, IL 60031

Jean Mayo

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 10, 2008, is made and executed between JACOB BLETNITSKY and IRINA BLETNITSKY, HIS WIFE, AS JOINT TENANTS, whose address is 7880 NORTH LINCOLN AVENUE, SKOKIE, IL 60076 (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 February 19, 2002 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded April 8, 2002 as Document Number 0020394318 in Cook County, Illinois.

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 7880 NORTH LINCOLN AVENUE, SKOKIE, IL 60076. The Real Property tax identification number is 10-28-210-017-0000.

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

To delete the definition of "Note" therein its entirety and to insert in lieu thereof the following: "Note. The word "Note" means the promissory note or credit agreement dated April 10, 2008 in the original principal amount of \$326,949.23 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. Notice. Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. Notice to Grantor: The Note contains a variable interest rate".

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

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 39292

Page 2

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 APRIL 10, 2008.

GRANTOR:

x 

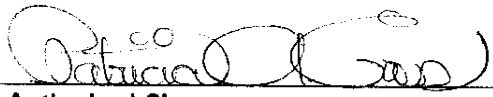
 JACOB BLEZNITSKY

x 

 IRINA BLEZNITSKY

LENDER:

FIRST MIDWEST BANK

x 

 Authorized Signer

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 39292

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF McHenry)

On this day before me, the undersigned Notary Public, personally appeared **JACOB BLETNITSKY**, 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 April, 2008.

By Lynn M. Miller Residing at McHenry, Illinois

Notary Public in and for the State of Illinois

My commission expires 10-16-08



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF McHenry)

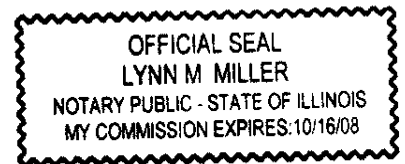
On this day before me, the undersigned Notary Public, personally appeared **IRINA BLETNITSKY**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 21st day of April, 2008.

By Lynn M. Miller Residing at McHenry, Illinois

Notary Public in and for the State of Illinois

My commission expires 10-16-08



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 39292

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) SS

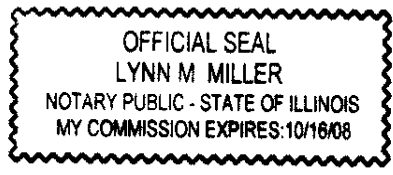
COUNTY OF McHenry)

On this 21st day of April, 2008 before me, the undersigned, Notary Public, personally appeared Patricia A. Cross 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 Lynn M. Miller Residing at McHenry, Illinois

Notary Public in and for the State of Illinois

My commission expires 10-16-08



McHenry County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

THAT PART OF BLOCK 5 IN THE CIRCUIT COURT PARTITION OF LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17 AND 18 IN WILLIAM LILL ADMINISTRATOR'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 5 IN THE AFORESAID CIRCUIT COURT PARTITION (SAID NORTHWEST CORNER BEING THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF LINCOLN AVENUE WITH THE EASTERLY LINE OF THE ALLEY RUNNING ALONG THE WESTERLY LINE OF SAID BLOCK 5) RUNNING THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE OF SAID ALLEY, 125 FEET; THENCE SOUTHEASTERLY ON A LINE PARALLEL TO THE SOUTHWESTERLY LINE OF LINCOLN AVENUE 51.78 FEET; THENCE NORTHEASTERLY ON A LINE PARALLEL WITH THE SAID EASTERLY LINE OF SAID ALLEY 125 FEET TO THE SOUTHWESTERLY LINE OF LINCOLN AVENUE; THENCE NORTHWESTERLY ALONG THE SAID SOUTHWESTERLY LINE OF LINCOLN AVENUE 51.78 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PIN 10-28-210-017-0000

Property of Cook County Clerk's Office