# UNOFFICIAL COPMINION

RECORDATION REQUESTED BY:
MIDWEST BANK AND TRUST
COMPANY
Mount Prospect
50 North Main Street
Mount Prospect, IL 60056

Doc#: 0820346038 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 07/21/2008 02:02 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
MIDWEST BANK AND TRUST
COMPANY
Mount Prospect
50 North Main Street
Mount Prospect, IL 60056

R1193918

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Thomas/O'Grady

MIDWEST BANK AND TRUST COMPANY 50 North Main Street Mount Prospect, IL 60056 CTIC-HE

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 15, 2008, is made and executed between Thomas J. Stanley and Linda H. Stanley, his wife whose address is 619 Sheridar Road, Winnetka, IL 60093 (referred to below as "Grantor") and MIDWEST BANK AND TRUST COMPANY whose address is 50 North Main Street, Mount Prospect, IL 60056 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 13, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on may 5, 2004 as Document No. 0412649055 in the Recorder's Officer of Cook County, Illinois.

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

See See "Exhibit A" attached hereto and made apart therof, 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 619 Sheridan Road, Winnetka, IL 60093. The Real Property tax identification number is 15-16-106-065-0000.

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

The following paragraph is hereby inserted into the Mortgage and made a part thereof:

Waiver of Right of Redemption language shall be added to the mortgage as follows: NOTHWITHSTANDING ANY OF THE PROVISIONS OF THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON THE GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

1

# UNOFFICIAL COPY MORTGAGE

Loan No: 717924309001 (Continued) Page 2

All other terms and conditions remain the same.

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 person, 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 MAY 15, 2008.

**GRANTOR:** 

Thomas J. Stanley

Linda H. Stanley

LENDER:

MIDWEST BANK AND TRUST COMPANY

Authorized Signer

OMPANY

A. O'Grady, EVP

0820346038 Page: 3 of 4

Loan No: 717924309001

ODIFICATION OF MORTGAGE

(Continued) Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF ILLINOIS

COUNTY OF COOK } ) SS ) On this day before ne, the undersigned Notary Public, personally appeared Thomas J. Stanley and Linda H. Stanley, 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 Anna contraction of the second My commission expires 7-13-32"OFFICIAL SEAL" LUCILLE A. KIGHTLINGER Notary Public, State of Illinois My Commission Expires 7-13-2010 LENDER ACKNOVILEDGMENT STATE OF TLUNO15

COUNTY OF COOK ,2008 before me to undersigned Notary E.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 Levels A. Regittingse

Notary Public in and for the State of <u>Alexans</u> Residing at Mt Massact "OFFICIAL SEAL" My commission expires 7-13-2010LUCILLE A. KIGHTLINGER Notary Public, State of Illinois My Commission Expires 7-13-2010 ores or a consequence of

0820346038 Page: 4 of 4

## UNOFFICIAL COPY

Loan No: 717924309001 (Continued) Page 4

LASER PRO Lending, Ver. 5.36.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved. - IL F:\PROSUITE\CR\\LP\\G201.FC TR-21770 PR-52

