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HINSDALE BANK & TRUST
CO.
25 E. FIRST STREET
HINSDALE, IL 60521

Doc#: 0822615089 Fee: \$42.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/13/2008 02:54 PM Pg: 1 of 3

WHEN RECORDED MAIL TO:
HINSDALE BANK & TRUST
CO.
25 E. FIRST STREET
HINSDALE, IL 60521

SEND TAX NOTICES TO:
HINSDALE BANK & TRUST
CO.
25 E. FIRST STREE1
HINSDALE, IL 60521

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This Modification of Mortgage prepared by.
Karen a. Bredeson
HINSDALE BANK & TRUST CO.
25 E. FIRST STREET
HINSDALE, IL 60521



#### MODIFICATION OF MORTGAGE



\*################074007282008\*

THIS MODIFICATION OF MORTGAGE dated July 28, 2008, is made and executed between James M. Snediker and Delia M. Snediker, his wife, as joint tenants (referred to below as "Grantor") and HINSDALE BANK & TRUST CO., whose address is 25 E. FIRST STREET, HINSDALE, IL 60521 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 30, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 9, 2004 in the Cook County Recorders Office as Document Number 0400940122.

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

LOT 26 IN GEORGE F. NIXON'S 3RD ADDITION TO GLENAYRE DEVELOPMENT BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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M-YP.

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#### MODIFICATION OF MORTGAGE (Continued)

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PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 707 Glendale Drive, Glenview, IL 60025. The Real Property tax identification number is 04-36-309-008-0000.

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

Increase principal to \$350,000.00 from \$250,000.00.

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 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 maler 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 JERMS. THIS MODIFICATION OF MORTGAGE IS DATED County Clark's Office JULY 28, 2008.

**GRANTOR:** 

LENDER:

HINSDALE BANK & TRUST CO.

**Authorized Signer** 

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#### MODIFICATION OF MORTGAGE (Continued)

Page 3 INDIVIDUAL ACKNOWLEDGMENT county of Dupage ) SS On this day before me, the undersigned Notary Public, personally appeared James M. Snediker and Delia M. Snediker, 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 \_\_\_\_\_\_\_\_\_, 2008 well medore Residing at \_ Notary Public in and for the State of KAREN A. BREDESON My commission expires notary public, state of Illinois **My Commission Expires 03/28/201**1 LENDER ACKNOWLEDGMENT COUNTY OF before me, the undersigned Notary On this COMC. and known to me to be the  $-4 \nu$ Public, personally appeared , authorized agent for HINSDALE BANK & TRUST CO. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of HINSDALE BANK & TRUST CO., duly authorized by HINSDALE BANK & TRUST CO. 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 HINSDALE BANK & TRUST CO.. Residing at Notary Public in and for the State of <u>Illinois</u>

My commission expires <u>3.2f.2011</u>

KAREN A. BREDESON NOTARY PUBLIC, STATE OF ILLINOIS Commission Expires 03/28/2011