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RECORDATION REQUESTED BY:
Allegiance Community Bank
8001 W. 183rd Street
Tinley Park, IL 60487

Doc#: 0829047002 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/16/2008 08:34 AM Pg: 1 of 3

WHEN RECORDED MAIL TO:
Allegiance Community Bank
8001 W. 183rd Street
Tinley Park, IL 60487

SEND TAX NOTICES TO:

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
LUS CHAVEZ
Allegiance Community Bank
8001 W. 183rd Street
Tinley Park, IL 60487

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 8, 2008, is made and executed between JOSEPH FALICA, JR, SINGLE PERSON (referred to below as "Grantor") and Allegiance Community Bank, whose address is 8001 W. 183rd Street, Tinley Park, IL 60487 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 1, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED AS DOCUMENT NO. 0601842019 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS.

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

LOT 46 IN CATALINA'S VALLEY VIEW SUBDIVISON OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 8008 W 174TH PLACE, TINLEY PARK, IL 60477. The Real Property tax identification number is 27-26-408-002-0000.

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

THE ORIGINAL PROMISSORY NOTE DATED NOVEMBER 1, 2005 WITH A MATURITY DATE OF NOVEMBER 1, 2010 FROM JOSEPH FALICA, JR. TO ALLEGIANCE COMMUNITY BANK WAS PREVIOUSLY MODIFIED TO INCREASE THE PRINCIPAL NOTE AMOUNT FROM \$125,000.00 TO \$135,000.00 ON JUNE 29, 2007 AND IS NOW FURTHER MODIFIED TO INCREASE THE PRINCIPAL NOTE AMOUNT FROM \$135,000.00 TO \$138,600.00.

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

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Property of Cook County Clerk's Office

Authorized Signer

X *Joseph Falica, Jr.*

ALLEGIANCE COMMUNITY BANK

LENDER:

X JOSEPH FALICA, JR.

Jefca

GRANTOR:

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 8, 2008.

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.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 11800900

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF Cook)

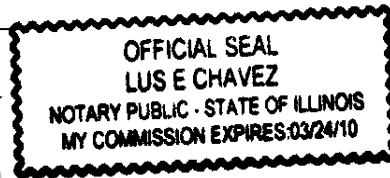
On this day before me, the undersigned Notary Public, personally appeared **JOSEPH FALICA, JR.**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the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

Given under my hand and official seal this 8th day of August, 2008.

By [Signature] Residing at _____

Notary Public in and for the State of Illinois

My commission expires 3/24/10



LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF COOK)

On this 8th day of August, 2008 before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for **Allegiance Community Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Allegiance Community Bank**, duly authorized by **Allegiance Community 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 **Allegiance Community Bank**.

By [Signature] Residing at _____

Notary Public in and for the State of Illinois

My commission expires 3/24/10

