

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

Belmont Bank & Trust
Company
8250 West Belmont Avenue
Chicago, IL 60634

WHEN RECORDED MAIL TO:

Belmont Bank & Trust
Company
8250 West Belmont Avenue
Chicago, IL 60634



Doc#: 0830908033 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/04/2008 07:40 AM Pg: 1 of 4

SEND TAX NOTICES TO:

Belmont Bank & Trust
Company
8250 West Belmont Avenue
Chicago, IL 60634

This Modification of Mortgage prepared by:

David Dagley, Commercial Banker
Belmont Bank & Trust Company
8250 West Belmont Avenue
Chicago, IL 60634

CTIC-HE

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 27, 2008, is made and executed between Samuel W. Banks and Rosella Banks, husband and wife, as tenants by the entirety, whose address is 6815 W. Armitage Ave., Chicago, IL 60707 (referred to below as "Grantor") and Belmont Bank & Trust Company, whose address is 8250 West Belmont Avenue, Chicago, IL 60634 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 28, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on 07/05/2007 in Cook County as document number 0718635073.

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 2268 Douglas Ave., Des Plaines, IL 60018. The Real Property tax identification number is 09-30-408-013-000.

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

The maturity date of indebtedness has been extended to June 27, 2011 as evidenced by a Promissory Note dated June 27, 2008 between Borrower and Lender.

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

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

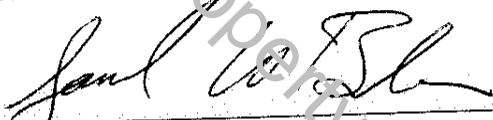
Loan No: 8300000265


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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 JUNE 27, 2008.

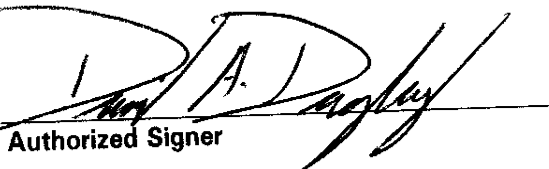
GRANTOR:

X 
 Samuel W. Banks

X 
 Rosella Banks

LENDER:

BELMONT BANK & TRUST COMPANY

X 
 Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 8300000265

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
)
 COUNTY OF COOK)

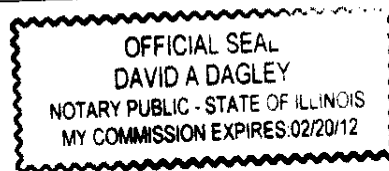
On this day before me, the undersigned Notary Public, personally appeared **Samuel W. Banks and Rosella Banks**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

By [Signature] Residing at _____

Notary Public in and for the State of _____

My commission expires _____



LENDER ACKNOWLEDGMENT

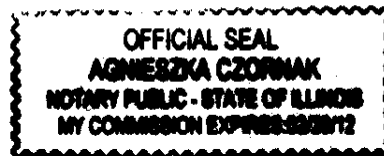
STATE OF IL)
) SS
)
 COUNTY OF COOK)

On this 28th day of JULY, 2008 before me, the undersigned Notary Public, personally appeared _____ and known to me to be the LOAN OFFICER, authorized agent for **Belmont Bank & Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Belmont Bank & Trust Company**, duly authorized by **Belmont Bank & Trust Company** 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 **Belmont Bank & Trust Company**.

By [Signature] Residing at _____

Notary Public in and for the State of IL

My commission expires 02/20/12



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EXHIBIT A

Legal Description:

LOT 2 IN THE FINAL PLAT OF NORTHWEST SUBDIVISION BEING A RESUBDIVISION OF LOT 6 IN BLOCK 7 IN DOUGLAS MANOR, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NUMBER 0716415141, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 09-30-406-013-0000

Commonly Known As:
2268 Douglas Ave
Des Plaines, IL 60013

Property of Cook County Clerk's Office