UNOFFICIAL COPY

RECORDATION REQUESTED BY:
NORTH SHORE COMMUNITY
BANK & TRUST COMPANY
7800 Lincoln Avenue
Skokie, IL 60077

WHEN RECORDED MAIL TO:
NORTH SHORE COMMUNITY
BANK & TRUST COMPANY
7800 Lincoln Avenue
Skokie, IL 60077



Doc#: 0834046052 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 12/05/2008 03:05 PM Pg: 1 of 3

<u>O25095482</u>

CTIC-HE

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
NORTH SHORE COMMUNITY 3 NK & TRUST COMPANY

7800 Lincoln Avenue Skokie, IL 60077

T. MAGE

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 19 2008, is made and executed between John V. Lucas, III and Julie D. Lucas, married to each other, whose address is 2516 Lawndale Avenue, Evanston, IL 60201 (referred to below as "Grantor") and NORTH SHORE COMMUNITY BANK & TRUST COMPANY, whose address is 7800 Lincoln Avenue, Skokie, IL 60077 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage date I June 24, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded July 8, 2005 as document number 0518902169 in the Cook County Recorder of Deeds Office.

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

THE NORTH 10 FEET OF LOT 27 AND ALL OF LOT 28 IN BLOCK 5 IN RESUBDIVISION OF SUNDRY LOTS IN BLOCK 1 TO 6 BOTH INCLUSIVE TOGETHER WITH PORTION OF VACATED HATPISON STREET IN ARTHUR T. MC INTOSH CENTRALWOOD ADDITION TO EVANSTON BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 11, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THE SOUTH 10 FEET OF LOT 26 IN BLOCK 5 IN ARTHUR T. MC INTOSH CENTRALWOOD ADDITION TO EVANSTON BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 11, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2516 Lawndale Avenue, Evanston, IL 60201. The Real Property tax identification number is 10-11-104-032.

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

The principal is increased to \$160,000.00 and the maturity date is extended.

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

3

0834046052 Page: 2 of 3

UNOFFICIAL

MODIFICATION OF MORTGAGE

Loan No: 0390024104-1

(Continued)

Page 2

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 NOVEMBER 19. 2008.

GRANTOR:

Jนใie D. Lucas

LENDER:

County Clarks Office **NORTH SHORE COMMUNITY BANK & TRUST COMPANY**

0834046052 Page: 3 of 3

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 0390024104-1 (Continued) Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF I) SS COUNTY OF COOK } On this day before me, the undersigned Notary Public, personally appeared John V. Lucas, III and Julie D. Lucas, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that the 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 ______ day of ______ day of ______ Residing at "OFFICIAL SEAL" Notary Public in and for the State of $\mathcal{L}_{\mathcal{L}}$ KATHLEEN M. CAGNEY Notary Public, State of Illinois My commission expires $ID/5/u\bar{u}$ My Commission Expires 10/05/09 LENDER ACKNOWLEDGMENT STATE OF COUNTY OF COUL before me, the undersigned Notary Public, personally appeared and known to me to be the _____, authorized agent for NORTH SHORE COMMUNITY BANK & TRUST COMPANY that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of NORTH SHORE COMMUNITY BANK & TRUST COMPANY, duly authorized by NORTH SHORE COMMUNITY 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 NORTH SHORE COMMUNITY BANK & TRUST COMPANY. __ Residing at _ Lechetle Notary Public in and for the State of "OFFICIAL SEAL" My commission expires 10/5/2009KATHLEEN M. CAGNEY Notary Public, State of Illinois My Commission Expires 10/05/09