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RECORDATION REQUESTED BY:
MIDWEST BANK AND TRUST
COMPANY
Melrose Park
501 WEST NORTH AVENUE
MELROSE PARK, IL 60160



Doc#: 0902733076 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/27/2009 01:24 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
MIDWEST BANK AND TRUST
COMPANY
Melrose Park
501 WEST NORTH AVENUE
MELROSE PARK IL 60160

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Thomas/Berstein
MIDWEST BANK AND TRUST COMPANY
501 WEST NORTH AVENUE
MELROSE PARK, IL 60160

9027-0054

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 3, 2003, is made and executed between Mark D. Peterson and Kathleen A. Peterson, husband and wife, joint tenants whose address is 425 W. Camargo Court, Vernon Hills, IL 60061 (referred to below as "Grantor") and MIDWEST BANK AND TRUST COMPANY, whose address is 501 WEST NORTH AVENUE, MELROSE PARK, IL 60160 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 27, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on November 9, 2006 as Document No. 0631349181 in the Recorder's Office of Cook County, Illinois.

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

See "Exhibit A" attached hereto and made a part thereof, 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 9954 Holly Lane, Des Plaines, IL 60016. The Real Property tax identification number is 09-09-403-068-1005.

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

The following language will be added to the mortgage and made apart thereof:

Waiver of Right of Redemption. NOT WITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-160 (b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

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MODIFICATION OF MORTGAGE

Loan No: 568676809020

(Continued)

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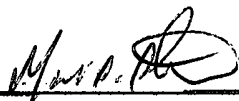
In addition, the pin number shall be changed to 09-09-403-068-1719, 09-09-403-068-1720, 09-09-403-068-1721, 09-09-403-068-1722, 09-09-403-068-1723 and 09-09-403-068-1724.


All other terms and conditions remain unchanged and in full effect.

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 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 3, 2008.


GRANTOR:

X 
Mark D. Peterson

X 
Kathleen A. Peterson

LENDER:

MIDWEST BANK AND TRUST COMPANY

X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 568676809020

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared Mark D. Peterson and Kathleen A. Peterson, 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 3rd day of November, 2008.
 By Sheila R. Virruso Residing at Lenwood Park
 Notary Public in and for the State of Illinois
 My commission expires 2-26-11

"OFFICIAL SEAL"
 SHEILA R. VIRRUSO
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES FEB. 26, 2011

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 3rd day of November, 2008 before me, the undersigned Notary Public, personally appeared SHEILA VIRRUSO and known to me to be the Asst. U.P., authorized agent for **MIDWEST BANK AND TRUST COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MIDWEST BANK AND TRUST COMPANY**, duly authorized by **MIDWEST BANK AND 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 **MIDWEST BANK AND TRUST COMPANY**.

By Linda D. Lanza Residing at C/o Midwest Bank
501 W. North Ave.
Melrose Pk. Ill.
60160
 Notary Public in and for the State of Ill.
 My commission expires _____

"OFFICIAL SEAL"
 Linda D. Lanza
 Notary Public, State of Illinois
 My Commission Expires Sept. 06, 2012

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Property: 9954 Holly Lane, Des Plaines, Illinois **County:** Cook

Legal Description: Units 9954-GS, 9954-GN, 9954-1S, 9954-1N, 9954-2S & 9954-2N in Heritage Pointe Condominium as delineated and defined on the Plat of Survey attached as Exhibit A to the Declaration of Condominium recorded March 2, 2001 as Document Number 0010170969 as amended from time to time, together with its undivided percentage interest in the common elements.

Permanent Index 09-09-403-068-1005 (Covers Entire Building; to be deleted)
Number(s):

Property of Cook County Clerk's Office