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RECORDATION REQUESTED BY:

1st Equity Bank
3956 West Dempster St
Skokie, IL 60076



Doc#: 0904056004 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/09/2009 08:30 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

1st Equity Bank
3956 West Dempster St
Skokie, IL 60076

SEND TAX NOTICES TO:

DONALD MAGGIONCALDA
DEBORAH MAGGIONCALDA
2915 N 72ND CT
ELMWOOD PARK, IL 60707

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

CONNIE GRIFFIN
1st Equity Bank
3956 West Dempster St
Skokie, IL 60076

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 14, 2008, is made and executed between DONALD MAGGIONCALDA and DEBORAH MAGGIONCALDA, AS HUSBAND AND WIFE, (referred to below as "Grantor") and 1st Equity Bank, whose address is 3956 West Dempster St, Skokie, IL 60076 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 14, 2004 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

FILING DATE FEBRUARY 23, 2005 AS DOCUMENT NO. 0505411203 IN THE RECORDS OF 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:

THE NORTH 33 1/3 FEET OF THE SOUTH 66 2/3 FEET OF LOT 33 JOHN J. RUTHERFORD'S SECOND ADDITION TO MONT CLARE IN THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2915 N 72ND CT, ELMWOOD PARK, IL 60707. The Real Property tax identification number is 12-25-223-010-0000.

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

THIS MODIFICATION RENEWS THE PRINCIPAL AND EXTENDS THE MATURITY DATE TO DECEMBER 14, 2009.

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

x


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

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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 DECEMBER 14, 2008.

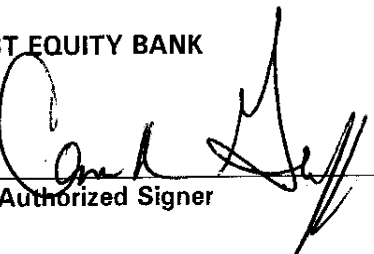
GRANTOR:

x 
DONALD MAGGIONCALDA

x 
DEBORAH MAGGIONCALDA

LENDER:

1ST EQUITY BANK

x 
Authorized Signer

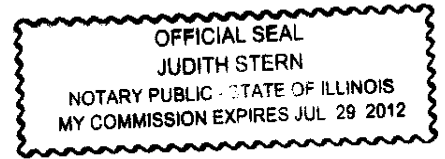
Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

INDIVIDUAL ACKNOWLEDGMENT



STATE OF Illinois)

) SS

COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **DONALD MAGGIONCALDA**, 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 29th day of January, 2009.

By Judith Stern Residing at 3956 W. Dempster Skokie IL 60076

Notary Public in and for the State of Illinois

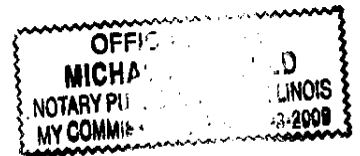
My commission expires 7/29/12

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)



On this day before me, the undersigned Notary Public, personally appeared **DEBORAH MAGGIONCALDA**, 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 29th day of JANUARY, 2009.

By Michael E. Gould Residing at 666 GARLAND PLACE DES PLAINES

Notary Public in and for the State of ILLINOIS

My commission expires 4-3-2009



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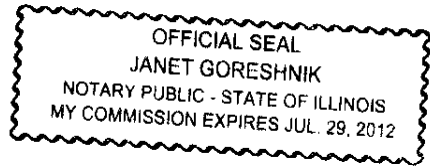
MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 14th day of December, 2008 before me, the undersigned Notary Public, personally appeared Connie Griffin and known to me to be the VP, authorized agent for **1st Equity Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **1st Equity Bank**, duly authorized by **1st Equity 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 **1st Equity Bank**.

By Janet Goreschnik Residing at **1st Equity Bank**
3956 W. Dempster
Skokie, IL 60076
 Notary Public in and for the State of Illinois
 My commission expires 7/29/12



Cook County Clerk's Office