

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

First Suburban National Bank  
Maywood Office  
150 S. Fifth Avenue  
Maywood, IL 60153



**Doc#: 0904257036 Fee: \$40.00**  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/11/2009 08:55 AM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**

First Suburban National Bank  
Maywood Office  
150 S. Fifth Avenue  
Maywood, IL 60153

**SEND TAX NOTICES TO:**

First Suburban National Bank  
Maywood Office  
150 S. Fifth Avenue  
Maywood, IL 60153

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by  
**KIM CONNERS, ADMINISTRATIVE OFFICER**  
First Suburban National Bank  
150 S. Fifth Avenue  
Maywood, IL 60153

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 31, 2008, is made and executed between Jesse L. Howard, whose address is 318 S. First Avenue, Maywood, IL 60153; divorced and not since remarried (referred to below as "Grantor") and First Suburban National Bank, whose address is 150 S. Fifth Avenue, Maywood, IL 60153 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 15, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Recorded on January 23, 2008 as document number 0802333186.**

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

The West half of Lot 25 in Henry W. Austin's Subdivision of Blocks 1, 8 and 9 in James H. Wallace's addition to Maywood in Section 15, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 1637 S. 18th Avenue, Maywood, IL 60153. The Real Property tax identification number is 15-15-126-026.

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

**The principal amount of indebtedness is increased from \$140,000.00 to \$174,332.95 and the maximum lien amount, not including sums advanced to protect the security of the Mortgage, shall not exceed \$348,665.90.**

**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

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

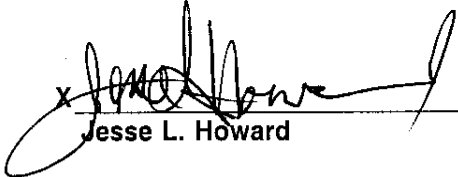
Loan No: 98538455

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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 endorser 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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

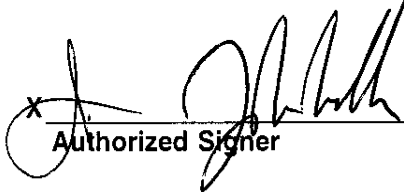
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 31, 2008.**

GRANTOR:

  
 \_\_\_\_\_  
 Jesse L. Howard

LENDER:

FIRST SUBURBAN NATIONAL BANK

  
 \_\_\_\_\_  
 Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 98538455

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF COOK ) SS  
 )

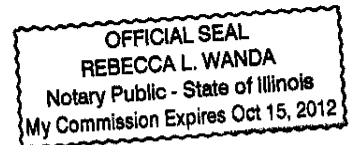
On this day before me, the undersigned Notary Public, personally appeared **Jesse L. Howard**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 31<sup>st</sup> day of December, 20 08

By Rebecca L. Wanda Residing at Cook Co.

Notary Public in and for the State of IL

My commission expires 10-15-2012



### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF COOK ) SS  
 )

On this 31<sup>st</sup> day of December, before me, the undersigned Notary Public, personally appeared John Mueller and known to me to be the Commercial Loan Officer, authorized agent for **First Suburban National Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Suburban National Bank**, duly authorized by **First Suburban National 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 **First Suburban National Bank**.

By Rebecca L. Wanda Residing at Cook Co.

Notary Public in and for the State of IL

My commission expires 10-15-2012

