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RECORDATION REQUESTED BY:

Heritage Community Bank
17926 S. Halsted 2nd Floor
Homewood, IL 60430

**WHEN RECORDED MAIL TO:**

Heritage Community Bank
17926 S. Halsted 2nd Floor
Homewood, IL 60430

Doc#: 0905847002 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/27/2009 08:26 AM Pg: 1 of 4

SEND TAX NOTICES TO:

Robert M. Strawser
Patricia A. Strawser
3921 S. Hampton Ave
Western Springs, IL 60558

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Heritage Community Bank
17926 S. Halsted 2nd Floor
Homewood, IL 60430

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 2, 2009, is made and executed between Robert M. Strawser and Patricia A. Strawser, his wife, as joint tenants, whose address is 3921 S. Hampton Ave, Western Springs, IL 60558 (referred to below as "Grantor"); and Heritage Community Bank, whose address is 17926 S. Halsted 2nd Floor, Homewood, IL 60430 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 9, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

February 2, 2007 as document number 0703340114.

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

LOT 27 IN BLOCK 26 IN WESTERN SPRINGS A RESUBDIVISION OF PART OF E HINSDALE, A SUBDIVISION OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3921 Hampton Ave, Western Springs, IL 60558. The Real Property tax identification number is 18-06-200-007-0000.

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

The interest rate on the Promissory Note is 8.000% based on a year of 360 days. Payments are to be made in accordance with the following payment schedule: 5 regular payments of \$2,424.66 each and one irregular last payment estimated at \$249,937.23. Borrower's first payment is due February 9, 2009, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on July 9, 2009, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

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: 8001406

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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 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 FEBRUARY 2, 2009.

GRANTOR:

X Robert M. Strawser
Robert M. Strawser

X Patricia A. Strawser
Patricia A. Strawser

LENDER:

HERITAGE COMMUNITY BANK

X Janiel Salmon, V.P.
Authorized Officer

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MODIFICATION OF MORTGAGE

Loan No: 8001406

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **Robert M. Strawser and Patricia A. Strawser**, 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 10th day of February, 2009.

By Rhonda B. Anderson Residing at Homewood

Notary Public in and for the State of Illinois

My commission expires 09-08-2012



LENDER ACKNOWLEDGMENT

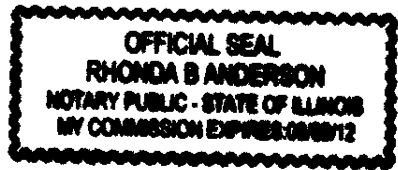
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 10th day of February, 2009 before me, the undersigned Notary Public, personally appeared Daniel Salmon and known to me to be the Vice President, authorized agent for **Heritage Community Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Heritage Community Bank**, duly authorized by **Heritage Community 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 **Heritage Community Bank**.

By Rhonda B. Anderson Residing at Homewood

Notary Public in and for the State of Illinois

My commission expires 09-08-2012



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 8001406

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