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CORNERSTONE NATIONAL  
BANK & TRUST COMPANY  
ONE WEST NORTHWEST  
HIGHWAY  
PALATINE, IL 60067



Doc#: 0920108009 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/20/2009 11:36 AM Pg: 1 of 3

WHEN RECORDED MAIL TO:  
CORNERSTONE NATIONAL  
BANK & TRUST COMPANY  
ONE WEST NORTHWEST  
HIGHWAY  
PALATINE, IL 60067

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H25209897

This Modification of Mortgage prepared by:  
Laura S. Riegel, Retail Banking Officer  
CORNERSTONE NATIONAL BANK & TRUST COMPANY  
ONE WEST NORTHWEST HIGHWAY  
PALATINE, IL 60067

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## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 8, 2009, is made and executed between Rajer A. Shah and Kathleen Shah, his wife, whose address is 11079 Hess Ave., Willow Springs, IL 60480 (referred to below as "Grantor") and CORNERSTONE NATIONAL BANK & TRUST COMPANY, whose address is ONE WEST NORTHWEST HIGHWAY, PALATINE, IL 60067 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 29, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated July 30, 2008 and recorded on September 2, 2008 as document number 0824608418 on the Real Property located at 11079 Hess Avenue, Willow Springs located in Cook County, State of Illinois.

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

LOT 17 IN EVERGREEN ESTATES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32 TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1, 1955 AS DOCUMENT 95583328 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 11079 Hess Ave., Willow Springs, IL 60480. The Real Property tax identification number is 18-32-102-040-0000.

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

The interest rate on the Credit Agreement and Disclosure is hereby increased from WSJ Prime Rate - 1.00% to WSJ Prime. In no event will the corresponding ANNUAL PERCENTAGE RATE be less than 6.0% per annum or more than the lesser of 18.0% or the maximum rate allowed by applicable law. The Principal indebtedness is hereby reduced from \$225,000.00 to \$125,000.00. The above mentioned rate factors and floor will begin on the 15th of the following month (or the next business day thereafter) after the date

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Loan No: 50002

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of this Credit Agreement and Disclosure Change in Terms Agreement is executed. All other terms and conditions remain the same.

**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 JUNE 8, 2009.**

GRANTOR:

X

  
 Rajer A. Shah

X

  
 Kathleen Shah

LENDER:

CORNERSTONE NATIONAL BANK &amp; TRUST COMPANY

  
 Authorized Signer

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## MODIFICATION OF MORTGAGE

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Loan No: 50002

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )

) SS

COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **Rajer A. Shah and Kathleen Shah**, 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 8<sup>th</sup> day of June, 2009.

By Rebecca Summers Residing at Cook County, IL

Notary Public in and for the State of IL

My commission expires 2012



### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

On this 8<sup>th</sup> day of June, 2009 before me, the undersigned Notary Public, personally appeared LAURA S. BIEGEL and known to me to be the RETAIL BANKING OFFICER authorized agent for **CORNERSTONE NATIONAL BANK & TRUST COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **CORNERSTONE NATIONAL BANK & TRUST COMPANY**, duly authorized by **CORNERSTONE NATIONAL 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 **CORNERSTONE NATIONAL BANK & TRUST COMPANY**.

By David S. Gaare Residing at Cook County

Notary Public in and for the State of ILLINOIS

My commission expires 08-20-10

