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RECORDATION REQUESTED BY: Heritage Bank of Schaumburg 1535 W. Schaumburg Road

Schaumburg, IL 60194

WHEN RECORDED MAIL TO: Heritage Bank of Schaumburg 1535 W. Schaumburg Road Schaumburg, IL 60194

Doc#: 0924029091 Fee: \$46.25 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 08/28/2009 04:15 PM Pg: 1 of 5

FOR RECORDER'S USE ONLY

This Modification of Mortgage repared by: Central Loan Operations Heritage Bank of Schaumburg 1535 W. Schaumburg Road

Schaumburg, IL 60194

1830028-1403

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 10, 2009, is made and executed between Peter Grande and Dee Grande, His Wife (referred to below as "Grantor") and Heritage Bank of Schaumburg, whose address is 1535 W. Schaumburg Road, Schaumburg, IL 60194 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage Cated December 30, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

a Mortgage dated December 30, 2002 recorded January 27, 2003 as document # 0030121604; Assignment of Rents dated December 30, 2002 recorded January 27, 2003 as document # 0030121605 on property located at 1161 Dickens Way, Schaumburg, IL 60193.

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

" See Attached "

The Real Property or its address is commonly known as 1161 Dickens Way, Schaumburg, 60193. The Real Property tax identification number is 07-27-302-035.

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

Extend maturity date to July 10, 2012, change to an amortizing loan.

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

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### MODIFICATION OF MORTGAGE (Continued)

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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 JULY 10, 2009.

**GRANTOR:** 

Peter A Grande

LENDER:

-Cook County Clark's Office HERITAGE BANK OF SCHAUMBURG

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## UNOFFICIAL CO

#### MODIFICATION OF MORTGAGE (Continued)

Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF Selenia ) SS COUNTY OF \_\_\_\_\_ (Jak On this day before me, the undersigned Notary Public, personally appeared Peter A Grande and Dee R Grande, 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 \_\_\_\_\_\_ /5tt\_\_\_ day of \_\_\_\_\_\_ By Augus M Aurasa Residing at Schaundurg

Notary Public in and for the Sectors (1) Notary Public in and for the State of \_\_\_\_\_\_\_ "OFFICIAL SEAL" My commission expires 11-21-09Suzanne M. Terranova Notary Public, State of Illinois My Commission Expires Nov. 21, 2009 LENDER ACKNOWLEDGMENT COUNTY OF \_ (ask)  $\mathcal{L}_{009}$  before me, the undersigned Notary VP , authorized agent for Heritage Bank of Schaumburg that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of iteritage Bank of Schaumburg, duly authorized by Heritage Bank of Schaumburg 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 Bank of Schaumburg. Lugare M Perrarava Residing at Schaunburg Notary Public in and for the State of \_\_\_\_\_\_\_\_ "OFFICIAL SEAL" Suzanne M. Terranova Notary Public, State of Illinois

My Commission Expires Nov. 21, 2009

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# MODIFICATION OF MORTGAGE (Continued)

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Property of County Clerk's Office

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South Clark's Office

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LEGAL DESCRIPTION

Parcel 1:

That part of Lot 18254 (except that part of said Lot 18254 lying South of a line drawn at 90 degrees to the East line of said Lot at a point on said East line 195.43 feet North of the Southeast corner of said Lot), in Section 3, Weathersfield Unit 18, being a subdivision in the Southwest 1/4 of Section 27, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Commencing on the West line of said Lot 18254 at a point 470.23 feet North of the Southwest Corner of said Lot 18254; thence East 95.54 feet to the point of beginning of the parcel herein described; (for the purpose of describing this parcel West line of said Lot 18254 is taken as 'North and South') thence North 1.83 feet; thence East 6.00 feet; thence North 46.38 feet; thence West 3.00 feet; thence North 1.83 feet; thence East 46.00 feet; thence South 50.04 feet; thence West 49.00 feet, to the point of beginning.

Parcel 2:

Easement appurtenant to and for the benefit of Parcel 1 as set forth in the Declaration of Protective Covenants dated March 9, 1978 and recorded March 31, 1978 as document no. 24384493 and as created by deed from First National Bank of Des Plaines, as Trustee under Trust Agreement dated March 17, 1977 and known as Trust 74201807 to Leon Tcheupdilan dated December 15, 1978 and recorded February 15, 1979 as Document No. 24848184 for ingress and egress, all in Crok County, Illinois.

07-27-302-035 Vol 187 PIN:

PROPERTY ADDRESS: 1161 DICKENS WAY

SCHAUMBURG, IL 60193