

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Inland Bank and Trust  
2805 Butterfield Road, Suite  
200  
Oak Brook, IL 60523



Doc#: 0929557173 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/22/2009 01:00 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Inland Bank and Trust  
2805 Butterfield Road, Suite  
200  
Oak Brook, IL 60523

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Karen Cox, Loan Administration  
Inland Bank and Trust  
2805 Butterfield Rd., Suite 200  
Oak Brook, IL 60523

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated September 11, 2009, is made and executed between Donald F. Frasca and Arlyne F. Frasca, husband and wife, as Joint Tenants, whose address is 25660 White Birch Lane, Wheaton, IL 60187 (referred to below as "Grantor") and Inland Bank and Trust, whose address is 2805 Butterfield Road, Suite 200, Oak Brook, IL 60523 (referred to below as "Lender"). 124092

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 11, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 24, 2008 in the office of the Cook County Recorder as Document Number 0802434124 and a Modification of Mortgage recorded September 23, 2008 as Document Number 0826733136.

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

LOTS 15 AND 16 IN BLOCK 15 IN J.E. WHITE'S SECOND RUTHERFORD PARK ADDITION, A SUBDIVISION OF THE SOUTHWEST QUARTER, (EXCEPT THE WEST 22.28 CHAINS), OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6832 W. North Ave., Chicago, IL 60707. The Real Property tax identification number is 13-31-326-034-0000.

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

The paragraph titled "Note" of the "Mortgage" shall be hereby deleted and substituted by the following:

Note. The word "Note" means the promissory note dated September 11, 2009, in the original principal amount of \$150,000.00 from Grantor to Lender, which is a renewal of a certain promissory note dated September 11, 2008 in the original principal amount of \$150,000.00, which is a renewal of a certain promissory note dated January 11, 2008 in the original principal amount of \$75,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of,

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(Continued)**

Loan No: 282200

Page 2

and substitutions for the promissory note or agreement.

**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 SEPTEMBER 11, 2009.**

GRANTOR:

x Donald F. Frasca  
Donald F. Frasca

x Arlayne F. Frasca  
Arlayne F. Frasca

LENDER:

INLAND BANK AND TRUST

x Donald F. Frasca  
Authorized Signer

Jeff Hanes

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 282200

Page 3

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF DuPage )

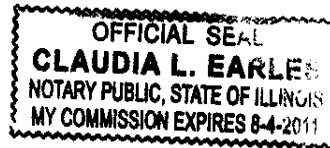
On this day before me, the undersigned Notary Public, personally appeared **Donald F. Frasca and Arlyne F. Frasca**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14th day of September, 2009.

By Claudia L. Earles Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 8-4-11



### LENDER ACKNOWLEDGMENT

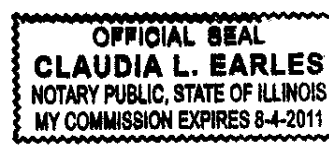
STATE OF Illinois )  
 ) SS  
 COUNTY OF DuPage )

On this 14th day of September, 2009 before me, the undersigned Notary Public, personally appeared JOHN F. KOVACS and known to me to be the VP, authorized agent for **Inland Bank and Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Inland Bank and Trust**, duly authorized by **Inland Bank and Trust** 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 **Inland Bank and Trust**.

By Claudia L. Earles Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 8-4-11



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 282200

Page 4

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