

RECORDATION REQUESTED BY:

National City Bank
Golf Mill
9101 N. Greenwood Avenue
Niles, IL 60714

~~WHEN RECORDED MAIL TO:~~

National City Bank
Small Business Banking
Attn: Doc Review 01-7527
23000 MillCreek Blvd

Highland Hills, OH 44122

SEND TAX NOTICES TO:

Fatima Ashfaq
8620 Lyons Street
Des Plaines, IL 60016

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Kelly J. Mann
National City Bank
9101 N. Greenwood Avenue
Niles, IL 60714

WHEN RECORDED, RETURN TO:

EQUITY LOAN SERVICES
100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 1
Accommodation Recording Per Client Request

④
41386091

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 23, 2009, is made and executed between Fatima Ashfaq, whose address is 8620 Lyons Street, Des Plaines, IL 60016 (referred to below as "Grantor") and National City Bank, whose address is 9101 N. Greenwood Avenue, Niles, IL 60714 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 4, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Document No. 0817104034 in Cook County Register of Deeds.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 5222 North Elston Avenue, Des Plaines, IL 60016. The Real Property tax identification number is 13-09-223-019-0000 and 13-09-223-037-0000.

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

Add the following provision:

The word "Indebtedness" shall include any and all obligations and liabilities of Borrower/Grantor to Lender, whether absolute or contingent, whether now existing or hereafter created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefore) under (i) any agreement, device or arrangement designed to protect Borrower/Grantor from fluctuations of interest rates, exchange rates or forward rates, including, but not limited to, dollar-denominated or cross-currency exchange agreements, forward currency exchange agreements, interest rate caps, collars or floors, forward

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

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rate currency or interest rate options, puts, warrants, swaps, swaptions, U.S. Treasury locks and U.S. Treasury options, (ii) any other interest rate hedging transactions, such as, but not limited to, managing the Borrower's/Grantor's interest rate risk associated with any pending or potential capital market transactions such as fixed rate bond issues and (iii) any and all cancellations, buybacks, reversals, terminations or assignments of any of the foregoing

Add the definition of Note:

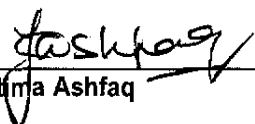
In addition to any Promissory Note described in the definition of "Note" contained in the Mortgage referenced above, the word "Note" also means, Promissory Note dated October 5, 2009, in the original principal amount of \$150,000.00, from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory notes or agreements.

To change the grantor of Mortgage to Fatima Ashfaq .

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.

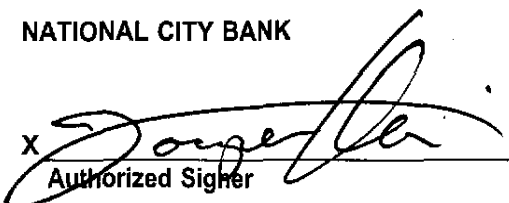
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 23, 2009.

GRANTOR:

x 
Fatima Ashfaq

LENDER:

NATIONAL CITY BANK

x 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)



On this day before me, the undersigned Notary Public, personally appeared **Fatima Ashfaq**, 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 28 day of October, 2009.

By [Signature] Iwona Rafalowski Residing at Niles

Notary Public in and for the State of ILLINOIS

My commission expires 04/01/2012

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 28 day of October, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for **National City Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **National City Bank**, fully authorized by **National City 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 **National City Bank**.

By Iwona Rafalowski [Signature] Residing at Niles

Notary Public in and for the State of ILLINOIS

My commission expires 04/01/2012



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Exhibit A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

THE SOUTH 79 FEET 7 AND 3/8 INCHES OF LOT 24 AND ALL OF LOT 25 IN BLOCK 1 IN CRANDALL'S FOREST GLEN SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

 ASHFAQ
41086091 IL
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


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