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0935546003

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
PALOS HEIGHTS
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

Doc#: 0935546003 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/21/2009 10:20 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

FIRST MIDWEST BANK
PALOS HEIGHTS
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

4
FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST MIDWEST BANK
300 NORTH HUNT CLUB ROAD
GURNEE, IL 60031

Cindy Ruhlo

3889970293

30916

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 16, 2009, is made and executed between ROBERT D. WINTERFIELD and COLEEN M. WINTERFIELD, whose address is 12657 SOUTH 75TH AVENUE, PALOS HEIGHTS, IL 604631311 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 22, 2006 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded October 24, 2006 as document number 0629721130 in Cook County, Illinois.

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

LOT 5 IN BLOCK 86 IN ROBERT BARTLETT'S HOMESTEAD DEVELOPMENT NUMBER 10, BEING A SUBDIVISION OF THAT PART LYING EAST OF THE EAST LINE OF SOUTH 76TH AVENUE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 12657 SOUTH 75TH AVENUE, PALOS HEIGHTS, IL 604631311. The Real Property tax identification number is 23-25-428-005-0000.

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

In the paragraph titled "Credit Agreement" delete the words "The words "Credit Agreement" mean the credit agreement dated September 22, 2006 with a credit limit of \$73,900.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or credit agreement" and replace with "The words "Credit Agreement" mean the credit agreement dated September 22, 2006 with a credit limit of \$73,900.00 and amended by a Home Equity Line of Credit Agreement and Disclosure Change in Terms Agreement dated November 16, 2009 with credit limit of \$16,750.00 from Grantor to Lender, together with all renewals of,

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MODIFICATION OF MORTGAGE

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extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or credit agreement" and in the paragraph titled "Maximum Lien" delete the words "exceed \$147,800.00" and replace with "exceed \$33,500.00".

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 NOVEMBER 16, 2009.


GRANTOR:

x 
 ROBERT D. WINTERFIELD

x 
 COLEEN M. WINTERFIELD

LENDER:

FIRST MIDWEST BANK

x 
 Authorized Signer

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MODIFICATION OF MORTGAGE

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill)
)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **ROBERT D. WINTERFIELD**, 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 19 day of November, 2009.

By Mary Scurio Residing at Palos Heights

Notary Public in and for the State of Ill

My commission expires 5-21-11



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill)
)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **COLEEN M. WINTERFIELD**, 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 19 day of November, 2009.

By Mary Scurio Residing at Palos Heights

Notary Public in and for the State of Ill

My commission expires 5-24-11



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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 19 day of November, 2009 before me, the undersigned Notary Public, personally appeared MARY SCURIO and known to me to be the _____, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST 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 **FIRST MIDWEST BANK**.

By Mary Scurio Residing at Palos Heights
 Notary Public in and for the State of Ill
 My commission expires 5.24.11



County Clerk's Office