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RECORDATION REQUESTED BY:MARQUETTE BANK
Corporate Center
10000 West 151st Street
Orland Park, IL 60462Doc#: 1000641012 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/06/2010 10:08 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

MARQUETTE BANK
Corporate Center
10000 West 151st Street
Orland Park, IL 60462

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Credit Administration Dept.
MARQUETTE BANK
10000 West 151st Street
Orland Park, IL 60462**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated October 1, 2009, is made and executed between Frank A. LoGioco, whose address is 8123 Sumerdale, Norwood Park, IL 60631 (referred to below as "Grantor") and MARQUETTE BANK, whose address is 10000 West 151st Street, Orland Park, IL 60462 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 19, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded as Document Number 0413142020 in the Office of the Cook County Recorder of Deeds May 10, 2004.

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

Lots 6 and 7 together with the North 1/2 of the vacated alley lying southerly of and adjoining said Lots, all in Block 1 in Kinsey's Talcott Road Subdivision in the Northeast 1/4 of Section 2, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 421 W. Talcott Road, Park Ridge, IL 60068. The Real Property tax identification number is 12-02-208-008-0000.

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

This Modification increases the current amount of the Promissory Note outstanding from \$310,989.47 to \$328,497.18 and change the interest rate from 5.875% fixed to a variable interest rate based upon an Index. The Index currently is 3.25% per annum. Payments on the Note are to be made in accordance with the repayment schedule as specified therein. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on the Mortgage be more than the maximum rate allowed by applicable law.

BOX 334 CTI

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

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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.

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

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 1, 2009.

GRANTOR:

X



Frank A. LoGioco

LENDER:

MARQUETTE BANK

X



Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

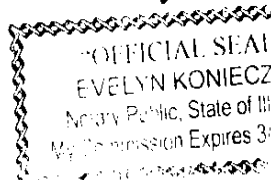
On this day before me, the undersigned Notary Public, personally appeared **Frank A. LoGioco**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21st day of December, 2009

By Evelyn Konieczki Residing at Alsip

Notary Public in and for the State of Illinois

My commission expires 3-4-10



LENDER ACKNOWLEDGMENT

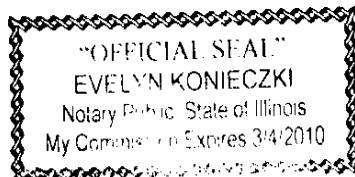
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 21st day of December, 2009 before me, the undersigned Notary Public, personally appeared Mark Maslochi and known to me to be the Vice President, authorized agent for **MARQUETTE BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MARQUETTE BANK**, duly authorized by **MARQUETTE 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 **MARQUETTE BANK**.

By Evelyn Konieczki Residing at Alsip

Notary Public in and for the State of Illinois

My commission expires 3-4-10



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MODIFICATION OF MORTGAGE (Continued)

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