UNOFFICIAL COPY

RECORDATION REQUESTED BY:

FIRST NATIONS BANK 1151 E. BUTTERFIELD ROAD WHEATON, IL 60187

WHEN RECORDED MAIL TO:

Doc#: 1010948025 Fee: \$42.25 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 04/19/2010 11:54 AM Fg: 1 of 3

FIRST NATIONS BANK 151 E. EUTERFIELD ROAD

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: FIRST NATIONS BANK 1151 E. BUTTERFIELD ROAD WHEATON, IL 60189

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated FEBRUARY 1, 2010s made and executed between JOHN PERNA and MARIA PERNA, HIS WIFE, IN JOINT TENANCY, whose address is 253 W. DENVER, DES PLAINES, IL 60018 (referred to below as "Grantor") and FIRST NATIONS CANK, whose address is 7757 W. DEVON AVENUE, CHICAGO, IL 60631-1509 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated Marsn 3, 2006 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENTS DATED MARCH 3, 2006 AND RECORDED ON MARCH 23, 2006 AS DOCUMENT NUMBERS 0608235374 AND 0608235375 IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS.

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

UNIT NUMBER 117-2 IN BOARDWALK CONDOMINIUM, AS DELINEATED ON SURVEY OF LOTS OR PARTS THEREOF IN BOARDWALK SUBDIVISION OF PART OF THE NORTH 15 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 22633866, AND AS AMENDED; TOGETHER WITH ITS UNDIVDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 117 BOARDWALK #2W, ELK GROVE, IL 60007. The Real Property tax identification number is 08-32-200-017-1098.

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

EXTEND MATURITY DATE TO APRIL 15, 2011, LOWER INTEREST RATE TO 5.00% FIXED AND INCREASE AMORTIZATION TO (30) THIRTY YEARS. LOAN WILL BE PAYABLE INTEREST AND ESCROW MONTHLY BEGINNING FEBRUARY 15, 2010 WITH PRINCIPAL, INTEREST AND ESCROW PAYMENTS

1010948025 Page: 2 of 3

OUNTY COPYS OFFICE

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 2

RESUMING JULY 15, 2010 UNTIL MATURITY. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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 signific 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, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES MAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TURNS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 1, 2010

GRANTOR:

JOHN PERNA

MARIA PERNA

LENDER:

FIRST NATIONS BANK

Authorized Signer

1010948025 Page: 3 of 3

UNOFFICIAL CO

MODIFICATION OF MORTGAGE (Continued)

Page 3 INDIVIDUAL ACKNOWLEDGMENT)) SS On this day before me, the undersigned Notary Public, personally appeared JOHN PERNA and MARIA PERNA, 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 soal this Residing at ___ Notary Public in and for the State of OFFICIAL SEAL DENISE R LAFORTE My commission expires LENDER ACKNOWLEDGMENT 2010 before mc, the undersigned Notary Physe R Carot Cand known to me to be the Vill Freside Public, personally appeared __ , authorized agent for FIRST NATIONS BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of FIRST NATIONS BANK, duly authorized by FIRST NATIONS 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 NATIONS BANK. Residing at Notary Public in and for the State of ___ My commission expires OFFICIAL SEAL CONWISSION EXPRESS 8-20-2011 NOTARY PUBLIC, STATE OF ALMOIS **MARY DECORE** MARY DECORE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 8-20-2011 OFFICIAL SEAL