

# UNOFFICIAL COPY



**RECORDATION REQUESTED BY:**  
AmericaUnited Bank and Trust  
Company USA  
Antioch Office  
485 Lake Street  
Antioch, IL 60002

Doc#: 1013344002 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/13/2010 08:22 AM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**  
AmericaUnited Bank and Trust  
Company USA  
Antioch Office  
485 Lake Street  
Antioch, IL 60002

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:  
AmericaUnited Bank and Trust Company USA  
485 Lake Street  
Antioch, IL 60002

COOK COUNTY RECORDER OF DEEDS  
CLERK'S OFFICE  
SEARCH # 1617617

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated April 9, 2010, is made and executed between Janice A. Rizzo, Married to Gary M. Rizzo (referred to below as "Grantor") and AmericaUnited Bank and Trust Company USA, whose address is 485 Lake Street, Antioch, IL 60002 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 9, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded April 18, 2007 in the Cook County Recorder of Deeds as Document #0710840081.

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

Lot 5 in Glen Willow Subdivision being a Subdivision in Part of Section 31, Township 42 North, Range 13, East of the Third Principal Meridian and in Part of Section 8, Township 41 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

The Real Property or its address is commonly known as 529 Hunter Road, Glenview, IL 60025. The Real Property tax identification number is 10-08-201-040-0000.

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

The Mortgage secures a Promissory Note dated April 9, 2010 with an outstanding principal balance of \$411,734.62 which is a renewal of indebtedness originated in a Promissory Note dated April 9, 2007 that provided for future advances not to exceed \$975,000.00. The future advance provision is eliminated and the original Mortgage is extended with no set maturity date.

**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

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

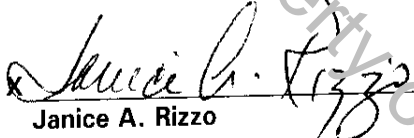
Page 2

Loan No: 39144155

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.

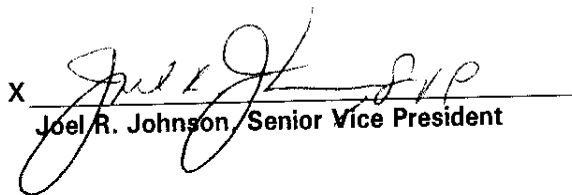
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 9, 2010.**

GRANTOR:

  
 Janice A. Rizzo

LENDER:

AMERICAUNITED BANK AND TRUST COMPANY USA

X   
 Joel R. Johnson, Senior Vice President

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 39144155

Page 3

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF County )

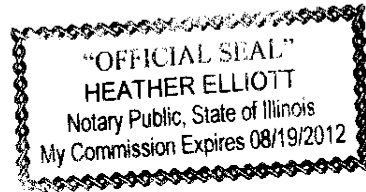
On this day before me, the undersigned Notary Public, personally appeared **Janice A. Rizzo**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 9th day of April, 2010.

By *Heather Elliott* Residing at Antioch

Notary Public in and for the State of Illinois

My commission expires 8-19-12



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF County )

On this 9th day of April, 2010 before me, the undersigned Notary Public, personally appeared **Joel R. Johnson** and known to me to be the **Senior Vice President**, authorized agent for **AmericaUnited Bank and Trust Company USA** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **AmericaUnited Bank and Trust Company USA**, duly authorized by **AmericaUnited Bank and Trust Company USA** 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 **AmericaUnited Bank and Trust Company USA**.

By *Heather Elliott* Residing at Antioch, IL

Notary Public in and for the State of Illinois

My commission expires 8-19-12

