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RECORDATION REQUESTED BY:

First Bank & Trust
820 Church Street
Evanston, IL 60201

**WHEN RECORDED MAIL TO:**

First Bank & Trust
820 Church Street
Evanston, IL 60201

Doc#: 1033508485 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/01/2010 02:48 PM Pg: 1 of 3

SEND TAX NOTICES TO:

Kevin M. Neary
Catherine L. Neary
2418 Hartzell St
Evanston, IL 60201

FOR RECORDER'S USE ONLY

CTICONE

This Modification of Mortgage prepared by:

Lender
First Bank & Trust
820 Church Street
Evanston, IL 60201

R1204052 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 1, 2010, is made and executed between Kevin M. Neary and Catherine L. Neary, His Wife, As Tenants by the Entirety (referred to below as "Grantor") and First Bank & Trust, whose address is 820 Church Street, Evanston, IL 60201 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 17, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 12/08/2005 as Document Number 0534233060.

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

LOT 18 IN BLOCK 1 IN JOHN CULVER'S ADDITION TO NORTH EVANSTON IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2418 Hartzell St, Evanston, IL 60201. The Real Property tax identification number is 05-34-324-002-0000.

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

Change In Maturity Date, Reduce Credit Line to \$175,000.00 and Increase Rate and Floor Rate.

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,

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 7019521

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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 1, 2010.

GRANTOR:

X Kevin M. Neary
Kevin M. Neary

X Catherine L. Neary
Catherine L. Neary

LENDER:

FIRST BANK & TRUST

X Frank Kelly
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 7019521

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

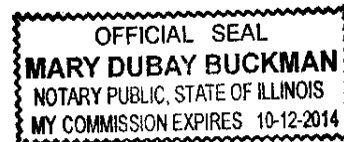
On this day before me, the undersigned Notary Public, personally appeared **Kevin M. Neary and Catherine L. Neary**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1st day of November, 2010.

By Mary Dubay Buckman Residing at Chicago, IL 60645

Notary Public in and for the State of ILLINOIS

My commission expires 10/12/14



LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 1 day of November, 2010 before me, the undersigned Notary Public, personally appeared Jean Kelly and known to me to be the VP, authorized agent for **First Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Bank & Trust**, duly authorized by **First Bank & Trust** 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 Bank & Trust**.

By Mary Dubay Buckman Residing at Chicago, IL 60645

Notary Public in and for the State of ILLINOIS

My commission expires 10/12/14

