UNOFFICIAL COPY

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#: 1034208429 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 12/08/2010 02:20 PM Pg: 1 of 3

SEND TAX NOTICES TO:

Avery S. Hart Nina L. Black 1210 Lake Evanston, IL 60201

This Modification of Mortgage prepared by:

Lender

First Bank & Trust 820 Church Street Evanston, IL 60201

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 10, 2010, is made and executed between Avery S. Hart and Nina L. Black, whose address is 1210 Lake, Evanston, IL 60201 (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 date: August 5, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 08/24/2005 as Document Number 0523614120 .

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

THAT PART OF LOTS 5 TO 8, TOGETHER WITH THE VACATED ALLEY LYING BETWEEN THE SAID LOTS IN BLOCK 41 IN ORIGINAL VILLAGE (NOW CITY) OF EVANSTON IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEING AT A POINT IN THE NORTH LINE OF THE SAUD TRACT, 125 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTHERLY 80.03 FEET TO A PONT 80 FEET SOUTH OF THE SAID NORTH LINE AND 126.74 FEET EAST OF THE WEST LINE OF THE SAID TRACT; THENCE EAST PARALLEL TO AND 80 FEET SOUTH OF THE SAID NORTH LINE, 126.74FEET' THENCE NORTHERLY 80.08 FEET TO A POINT IN THE NORTH LINE OF THE SAID TRACT, 125 FEET TO THE POINT OF BEGINING, IN THE CITY OF EVANSTON, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1210 Lake , Evanston , IL 60201. The Real Property tax identification number is 11-18-319-011-0000.

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

Change In Maturity Date, 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

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Loan No: 7019011 (Continued) Page 2

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 ACRES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 10, 2010.

GRANTOR:

Avery S. Hart

Nina L. Black

LENDER:

FIRST BANK & TRUST

Authorized Signer

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OFFICIAL CO MODIFICATION OF MORTGAGE

Loan No: 7019011 (Continued) Page 3 INDIVIDUAL ACKNOWLEDGMENT COUNTY OF) SS COUNTY OF) On this day before the, the undersigned Notary Public, personally appeared Avery S. Hart and Nina L. Black, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that he v 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 22 day of Month , 20 / 6

By Residing at Stull It 6007 6 Notary Public in and for the State of My commission expires ___ / / 3-5 OFFICIAL SEAL DANIEL BURKE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 12-3-2012 LENDER ACKNOVIEDGMENT STATE OF TUINOIS

COUNTY OF COOK On this _______ day of ______ where the formular public, personally appeared _______ and known to me to be the _______ and foregoing instrument and _______ authorized agent for First/Bahk & 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, July 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. Notary Public in and for the State of ILLINOIS

Residing at Churage, IL 60648 OFFICIAL SEAL My commission expires 10/12/40MARY DUBAY BUCKMAN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 10-12-2014