

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

First Bank & Trust  
820 Church Street  
Evanston, IL 60201



Doc#: 1102408136 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/24/2011 02:57 PM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**

First Bank & Trust  
820 Church Street  
Evanston, IL 60201

**SEND TAX NOTICES TO:**

Edward J Manly  
Linda K Manly  
22 E Stonegate Drive  
Prospect Heights, IL 60070

R1204701  
This Modification of Mortgage prepared by

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

**CTIC-HE**

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 29, 2010, is made and executed between Edward J Manly and Linda K Manly, 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 December 15, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 01/17/2006 as Document Number 0601742193.

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

LOT 103 IN EHLER AND WENBORG'S COUNTRY GARDENS UNIT NO. 2, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 22 E Stonegate Drive, Prospect Heights, IL 60070. The Real Property tax identification number is 03-15-104-003-000.

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

**Reduction in Credit Limit to \$100,000.00, Extend 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 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

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 7019804

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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 DECEMBER 28, 2010.**

GRANTOR:

X *Edward J Manly*  
Edward J Manly

X *Linda K Manly*  
Linda K Manly

LENDER:

FIRST BANK & TRUST

X *Jean Kelly*  
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 7019804

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **Edward J Manly and Linda K Manly**, 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 28<sup>th</sup> day of DECEMBER, 2010.

By Mark S Kotz Residing at 100 GREEN BAY RD WILMETTE

Notary Public in and for the State of ILLINOIS

My commission expires 7-14-2011



### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 28<sup>th</sup> day of DECEMBER, 2010 before me, the undersigned Notary Public, personally appeared Jean Kelly and known to me to be the \_\_\_\_\_, 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 Mark S Kotz Residing at 100 GREEN BAY RD WILMETTE

Notary Public in and for the State of ILLINOIS

My commission expires 7-14-2011

