

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
FIRSTMERIT BANK, N.A.  
COMMERCIAL BANKING  
#58300  
501 WEST NORTH AVENUE  
MELROSE PARK, IL 60160



Doc#: 1102526503 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/25/2011 02:30 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:  
FIRSTMERIT BANK, N.A.  
COMMERCIAL BANKING  
#58300  
501 WEST NORTH AVENUE  
MELROSE PARK IL 60160

SEND TAX NOTICES TO:  
FIRSTMERIT BANK, N.A.  
COMMERCIAL BANKING  
#58300  
501 WEST NORTH AVENUE  
MELROSE PARK, IL 60160

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
FirstMerit Bank, N.A.  
FIRSTMERIT BANK, N.A.  
501 WEST NORTH AVENUE  
MELROSE PARK, IL 60160

11025-0084

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 28, 2010, is made and executed between GIACOMO J. ZITO and ANNA MARIA ZITO, HIS WIFE, JOINT TENANTS, whose address is 1140 WEXFORD COURT, DES PLAINES, IL 60016 (referred to below as "Grantor") and FIRSTMERIT BANK, N.A., whose address is 501 WEST NORTH AVENUE, MELROSE PARK, IL 60160 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 25, 2004 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded June 7, 2004 as document number 0415949184 with the Cook County Recorder of Deeds.

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

SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as 740 NORTH WOLF ROAD, DES PLAINES, IL 60016. The Real Property tax identification number is #03-35-407-026 AND #03-25-407-027.

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

1. The section entitled "TAX DEPOSITS" is hereby added to said Mortgage and reads as follows:

**Tax Deposits.** At the Lender's option, the Grantor shall deposit with the Lender, on the first day of each month until the indebtedness is fully paid, a sum equal to one-twelfth (1/12th) of one hundred five percent (105.00%) of the most recent ascertainable annual taxes on the Real Property. If requested by the Lender, the Grantor shall also deposit with the Lender an amount of money which, together with the aggregate of

5

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Page 2

the monthly deposits to be made pursuant to the preceding sentence as of one month prior to the date on which the next installment of annual taxes for the current calendar year become due, shall be sufficient to pay in full such installment of annual taxes, as estimated by the Lender. Such deposits are to be held without any allowance of interest and are to be used for the payment of taxes next due and payable when they become due. So long as no Event of Default shall exist, the Lender shall, at its option, pay such taxes when the same become due and payable (upon submission of appropriate bills therefore from the Grantor) or shall release sufficient funds to the Grantor for the payment thereof. If the funds so deposited are insufficient to pay any such taxes for any year (or installments thereof, as applicable) when the same shall become due and payable, the Grantor shall, within ten (10) days after receipt of written demand therefore, deposit additional funds as may be necessary to pay such taxes in full. If the funds so deposited exceed the amount required to pay such taxes for any year, the excess shall be applied toward subsequent deposits. Said deposits need not be kept separate and apart from any other funds of the Lender. The Lender, in making any payment hereby authorized relating to taxes, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. Upon an Event of Default, the Lender may, at its option, apply any monies at the time on deposit pursuant to this section to cure an Event of Default or to pay any of the Indebtedness in such order and manner as the Lender may elect. If such deposits are used to cure an Event of Default or pay any of the Indebtedness, the Grantor shall immediately, upon demand by the Lender, deposit with the Lender an amount equal to the amount expended by the Grantor from the deposits. When the Indebtedness has been fully paid, any remaining deposits shall be returned to the Grantor. Such deposits are hereby pledged as additional security for the Indebtedness and shall not be subject to the direction or control of the Grantor. The Lender shall not be liable for any failure to apply to the payment of taxes any amount so deposited unless the Grantor, prior to an Event of Default, shall have requested the Lender in writing to make application of such funds to the payment of such amounts, accompanied by the bills for such taxes. The Lender shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

2. The section of the Mortgage titled "REVOLVING LINE OF CREDIT" is hereby deleted in its entirety.

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 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.

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

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 *Giacomo J. Zito*  
GIACOMO J. ZITO

x *Anna Maria Zito*  
ANNA MARIA ZITO

LENDER:

FIRSTMERIT BANK, N.A.

x *Alle Blue*  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
COUNTY OF COOK )

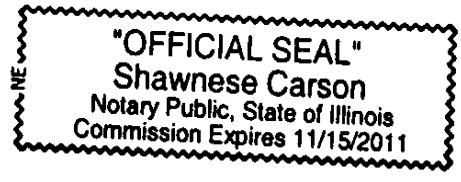
On this day before me, the undersigned Notary Public, personally appeared **GIACOMO J. ZITO**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 3rd day of January, 2011.

By *Shawnese Carson* Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires Nov. 15, 2011



# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

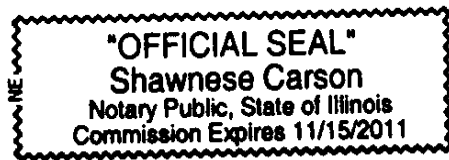
On this day before me, the undersigned Notary Public, personally appeared ANNA MARIA ZITO, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 3rd day of January, 2011.

By Shawnese Carson Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires Nov. 15, 2011



### LENDER ACKNOWLEDGMENT

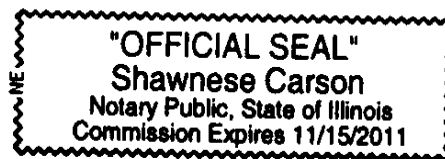
STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 3rd day of January, 2011 before me, the undersigned Notary Public, personally appeared Alec P. Bliss and known to me to be the Service Vice President, authorized agent for **FIRSTMERIT BANK, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRSTMERIT BANK, N.A.**, duly authorized by **FIRSTMERIT BANK, N.A.** 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 **FIRSTMERIT BANK, N.A.**

By Shawnese Carson Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires Nov. 15, 2011



# UNOFFICIAL COPY

**Property:** 740 North Wolf Road, Des Plaines, Illinois 60016 **County:** Cook

**Legal Description:** Lots 302 & 303 in the Third Addition to Bluetts Fairview Gardens being a  
Subdivision of parts  
of the East 1/2 of the Southeast 1/4 of Section 35, Township 42 North, Range 11, East of the  
Third Principal  
Meridian, in Cook County, Illinois.

**Permanent Index**            03-35-407-026  
**Number(s):**                03-35-407-027

**COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_**

Property of Cook County Clerk's Office