

UNOFFICIAL COPY



RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
PALOS HEIGHTS HARLEM
AVE
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

Doc#: 1112950000 Fee: \$42.00
Eugene "Gene" Mocre RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/09/2011 08:21 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502

70008331-1 37400 3900

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST MIDWEST BANK
300 NORTH HUNT CLUB ROAD
GURNEE, IL 60031

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 26, 2011, is made and executed between BERNARD W. KAY, MARRIED TO CATHI L. KAY whose address is 6027 WEST 129TH PLACE, PALOS HEIGHTS, IL 604632317 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 27, 2002 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED JANUARY 16, 2003 AS DOCUMENT #0030076621 AND AMENDED BY A MODIFICATION OF MORTGAGE DATED APRIL 1, 2006, RECORDED OCTOBER 26, 2006 AS DOCUMENT #06-29946024 IN COOK COUNTY, ILLINOIS.

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

LOTS 1, 2 AND 3 IN PLAYFIELD, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

THIS IS NOT HOMESTEAD PROPERTY

The Real Property or its address is commonly known as 12320 NATCHEZ AVENUE A/K/A 12730 CALUMET SAG ROAD, CRESTWOOD, IL 60445. The Real Property tax identification number is 24-315-102-015-0000.

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

TO MODIFY THE DEFINITION OF "NOTE" BY DELETING THE SENTENCE: "THE MATURITY DATE OF THIS MORTGAGE IS JUNE 28, 2004".

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

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

(Continued)

Page 2

Loan No: 1

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 endorser 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 26, 2011.

GRANTOR:

X



BERNARD W. KAY

LENDER:

FIRST MIDWEST BANK



Authorized Signer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

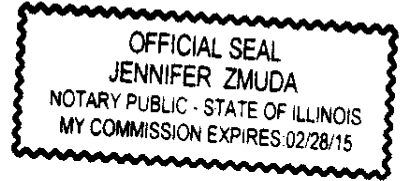
Loan No: 1

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



)
) SS
)

On this day before me, the undersigned Notary Public, personally appeared **BERNARD W. KAY**, 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 28 day of April, 2011.

By Jennifer Zmuda Residing at _____

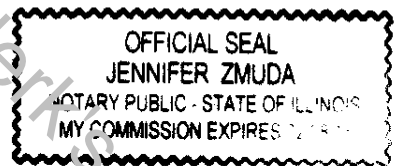
Notary Public in and for the State of Illinois

My commission expires 2/28/15

LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



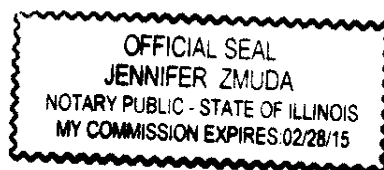
)
) SS
)

On this 29 day of April, 2011 before me, the undersigned Notary Public, personally appeared Elizabeth Spalik and known to me to be the Commercial Banking Officer, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST BANK** 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 MIDWEST BANK**.

By Jennifer Zmuda Residing at _____

Notary Public in and for the State of Illinois

My commission expires 2/28/15



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 1

Page 4

LASER PRO Lending, Ver. 5.56.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2011. All Rights Reserved. - IL c:\CFILPL\G201.FC TR-186499 PR-41

Property of Cook County Clerk's Office