

# 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#: 1123508290 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/23/2011 02:23 PM Pg: 1 of 3

**SEND TAX NOTICES TO:**

First Bank & Trust  
820 Church Street  
Evanston, IL 60201

FOR RECORDER'S USE ONLY

R1200561

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**This Modification of Mortgage prepared by:**

Mary Kulasic  
First Bank & Trust  
820 Church Street  
Evanston, IL 60201

CTIC-HE

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated August 1, 2011, is made and executed between Joseph J. Nimrod III and Mary F. Nimrod, his wife, 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 August 4, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 08-27-2008 as a document #0824008230 at the Cook County Recorder of Deeds, State of Illinois.

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

THE WEST 90 FEET (MEASURED ON FRONT LINE) OF LOT 57 IN GOLF ACRES, BEING A SUBDIVISION OF PART OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF LOT 3 IN GEISCHECKERS PARTITION OF LANDS IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1544 Long Valley Road, Glenview, IL 60025. The Real Property tax identification number is 10-07-103-020.

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

**This Modification of Mortgage reflects that the following paragraph is hereby inserted to the Mortgage and is made a part thereof:**

**Due on Sale.** Consent by Lender. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 4508564-9001

Page 2

contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

This Modification of Mortgage reflects that the following paragraph is hereby deleted to the Mortgage and is made a part thereof:

The maturity date as defined in the Mortgage is hereby deleted.

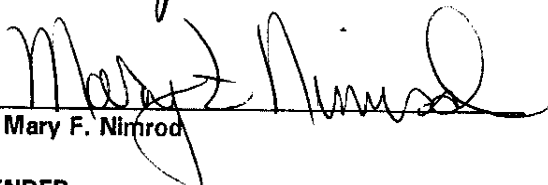
All other terms and conditions not specifically amended herein, remain unchanged and in full effect.

**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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 1, 2011.**

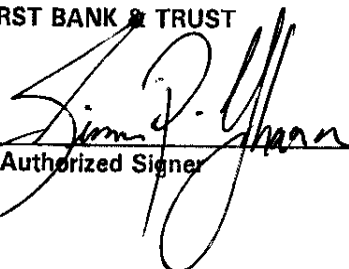
GRANTOR:

X   
\_\_\_\_\_  
Joseph J. Nimrod III

X   
\_\_\_\_\_  
Mary F. Nimrod

LENDER:

FIRST BANK &amp; TRUST

X   
\_\_\_\_\_  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 4508564-9001

Page 3

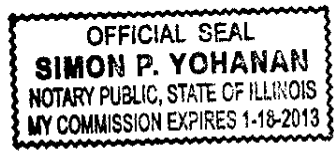
### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **Joseph J. Nimrod III and Mary F. Nimrod**, 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 1<sup>st</sup> day of August, 2011.  
 By Simon P. Yohan Residing at First Bank & Trust  
 Notary Public in and for the State of IL

My commission expires 01-18-2013



### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 1<sup>st</sup> day of AUGUST, 2011 before me, the undersigned Notary Public, personally appeared SIMON YOHANAN and known to me to be the Sk. V. P., 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

