

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
TINLEY PARK MAIN
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143



Doc#: 1201312241 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/13/2012 03:21 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

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

FOR RECORDER'S USE ONLY

8815885 HH

This Modification of Mortgage prepared by:
First Midwest Bank
300 N. Hunt Club Road
Gurnee, IL 60031

S Y
P H
S N
SC Y
INT AD

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 2, 2012, is made and executed between DANIEL J. HAUGH, whose address is 4629 WEST MIDLOTHIAN TURNPIKE, CRESTWOOD, IL 604451920 (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 April 1, 2011 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED APRIL 28, 2011 AS DOCUMENT #1111840000 IN COOK COUNTY, ILLINOIS.

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

LOT 10 (EXCEPT THE WEST 85 FEET AS MEASURED AT RIGHT ANGLE AND EXCEPT THE NORTHERLY 17 FEET) IN BLOCK 1 IN ARTHUR T. MCINTOSH AND COMPANY'S BREMEN FARMS, BEING A PART OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 5, 1924, AS DOCUMENT 8695046 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4629 WEST MIDLOTHIAN TURNPIKE, CRESTWOOD, IL 604451920. The Real Property tax identification number is 28-03-302-020-0000.

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

To delete the definition of "Note" in its entirety and insert in lieu thereof the following: "The word "Note" means the promissory notes or credit agreements dated January 2, 2012 in the original principal amount of \$509,993.60, dated January 2, 2012 in the original principal amount of \$152,822.91 and dated April 5, 2011 in the original principal amount of \$100,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory notes or agreements. The interest rate on the Note is a variable interest rate based upon an index. Notice. Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by

BOX 334 CTU

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

Loan No: 53442

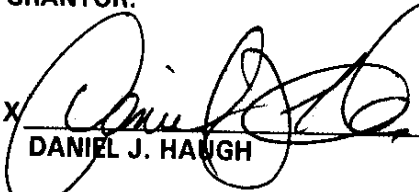
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applicable law. Notice to Grantor: The Note contains a variable interest rate." and in the paragraph titled "Maximum Lien" delete the words "exceed \$1,600,896.66" and replace with "exceed \$2,288,449.53".

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 JANUARY 2, 2012.

GRANTOR:

x 
DANIEL J. HAUGH

LENDER:

FIRST MIDWEST BANK


Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 53442

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Will)

On this day before me the undersigned Notary Public, personally appeared **DANIEL J. HAUGH**, 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 2nd day of January, 2012.
 By [Signature] Residing at Lockport

Notary Public in and for the State of Illinois
 My commission expires 1/21/14



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Will)

On this 2nd day of January, 2012 before me, the undersigned Notary Public, personally appeared Joseph Wallace and known to me to be the St. Vice Pres. 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 [Signature] Residing at Lockport

Notary Public in and for the State of Illinois
 My commission expires 1/21/14



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 53442

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COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____