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Doc#: 1203255067 Fee: \$42.00
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Cook County Recorder of Deeds
Date: 02/01/2012 12:14 PM Pg: 1 of 3

WHEN RECORDED MAIL TO:
Northbrook Bank & Trust
245 Waukegan Road
Northfield, IL 60093

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Northbrook Bank & Trust Company - Loan Operations
245 Waukegan Road
Northfield, IL 60093

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 8, 2011, is made and executed between Virginia Battista and James Battista (referred to below as "Grantor") and Northbrook Bank & Trust Company, whose address is 1100 Waukegan Road, Northbrook, IL 60062 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 8, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated July 8, 2008 and recorded on July 14, 2008 as Document Nos. 0819611033 and 0819611034, respectively in favor of First Chicago Bank & Trust and pursuant to the following: Northbrook Bank & Trust Company ("Lender"), successor pursuant to a Purchase and Assumption Agreement by and between FDIC, as the receiver of the Assets and Liabilities of First Chicago Bank & Trust pursuant to 12 U.S.C. 1821(d)(2)(A), as Seller and Lender as Buyer, dated July 8, 2011.

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

LOT 399 IN THIRDS AUSTIN BOULEVARD ADDITION TO THE BOULEVARD MANOR, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 99 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3744 S. 58th Street, Cicero, IL 60804. The Real Property tax identification number is 16-32-418-038-0000.

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

CHANGE SUCCESSORS AND ASSIGNS AS STATED ABOVE.

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

PRECISION TITLE ADD 38 ACCOMMODATION

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(Continued)**

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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 JULY 8, 2011.

GRANTOR:

X 
Virginia Battista

X 
James Battista

LENDER:

NORTHBROOK BANK & TRUST COMPANY

X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF DuPage) SS
)

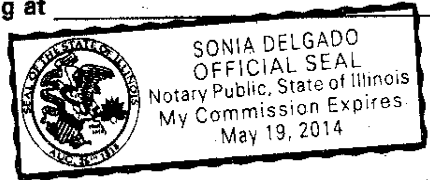
On this day before me, the undersigned Notary Public, personally appeared **Virginia Battista and James Battista**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th day of October, 2011.

By Sonia Delgado Residing at _____

Notary Public in and for the State of Ill.

My commission expires May 19, 2014



LENDER ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF DuPage) SS
)

On this 24th day of October, 2011 before me, the undersigned Notary Public, personally appeared Irshad Agneel and known to me to be the Loan Officer, authorized agent for **Northbrook Bank & Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Northbrook Bank & Trust Company**, duly authorized by **Northbrook Bank & Trust Company** 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 **Northbrook Bank & Trust Company**.

By Sonia Delgado Residing at _____

Notary Public in and for the State of Ill.

My commission expires May 19, 2014

