

UNOFFICIAL COPY

Doc#. 1205457098 fee: \$56.00
Date: 02/23/2012 08:15 AM Pg: 1 of 5
Cook County Recorder of Deeds
*RHSP FEE \$10.00 Applied

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
GRAYSLAKE
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

WHEN RECORDED MAIL TO:

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

4999908907 431110 #305

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST MIDWEST BANK
300 HUNT CLUB ROAD
GURNEE, IL 60031

44493148 ⑤ MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 9, 2012, is made and executed between JEFFREY BAER and ELLEN BAER, HUSBAND AND WIFE, whose address is 3621 RADCLIFFE DRIVE, NORTHBROOK, IL 600620000 (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 February 15, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded March 5, 2008 as Document #0806504227 in Cook County, IL.

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 3621 RADCLIFFE DRIVE, NORTHBROOK, IL 600620000. The Real Property tax identification number is 04-07-401-017-0000.

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

In the paragraph titled "Credit Agreement" delete the words "The words "Credit Agreement" mean the credit agreement dated February 15, 2008 with a credit limit of \$181,400.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement" and replace with " The words "Credit Agreement" mean the credit agreement dated February 15, 2008 with a credit limit of \$181,400.00 and amended by a (Equiflex) Home Equity Line of Credit Agreement and Disclosure Change in Terms Agreement dated January 9, 2012 with credit limit of \$93,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement" and in the paragraph titled "Maximum Lien" delete the words "exceed \$362,800.00" and replace with "exceed \$186,000.00".

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MODIFICATION OF MORTGAGE

Loan No: 4999908947

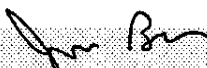
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CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender 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 9, 2012.


GRANTOR:

X 
 JEFFREY BAER

X 
 ELLEN BAER

LENDER:

FIRST MIDWEST BANK

X 
 Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

Loan No: 4999908947

(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **JEFFREY BAER**, 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 13th day of January, 2012.

By Judith T. Kator Residing at 813 Revere Rd.
JUDITH T. KATOR Glenview IL 60025

Notary Public in and for the State of Illinois

My commission expires 04/06/13



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **ELLEN BAER**, 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 13th day of January, 2012.

By Judith T. Kator Residing at 813 Revere Rd.
JUDITH T. KATOR Glenview IL 60025

Notary Public in and for the State of Illinois

My commission expires 04/06/13



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MODIFICATION OF MORTGAGE

Loan No: 4999908947

(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Lake

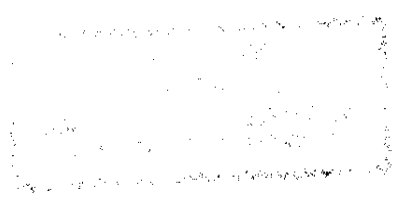


On this 13th day of January, 2012 before me, the undersigned Notary Public, personally appeared JUDITH TRATOR and known to me to be the _____, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act 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 Sandra Gill Residing at First Midwest Bank
Sandra Gill

Notary Public in and for the State of IL

My commission expires 01/14/14



Cook County Clerk's Office

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EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

LOT 110 IN SECTION 3 OF WESTVIEW UNITS 3 AND 5, BEING A
SUBDIVISION IN SECTION 7, TOWNSHIP 42 NORTH, RANGE 12 EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 04-07-401-017-0000
JEFFREY BAER AND ELLEN BAER, NOT IN TENANCY IN COMMON OR JOINT TENANCY,
BUT IN TENANCY BY THE ENTIRETY

3621 RADCLIFFE DRIVE, NORTHBROOK IL 60062

 BAER
44493148

IL

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

Cook County Clerk's Office