### **UNOFFICIAL COPY**

RECORDATION REQUESTED BY:
AMERICAN HEARTLAND
BANK AND TRUST
799 HEARTLAND DRIVE
P.O. BOX 350
SUGAR GROVE, IL 60554

WHEN RECORDED MAIL TO:
AMERICAN HEARTLAND
BANK AND TRUST
799 HEARTLAND DRIVE
P.O. BOX 350
SUGAR GROVE, IL 60554



Doc#: 1227646023 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 10/02/2012 10:03 AM Pg: 1 of 3

FOR RECORDER'S USE ONLY

H25297951

This Modification of Mortgage prepared by:

AMERICAN HEARTLAND BANK AND TRUST
799 HEARTLAND DRIVE, P.O. BOX 350
SUGAR GROVE, IL 60554

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#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 24, 2012, is made and executed between JAMES PASCALO and CYNTHIA PASCALO, his wife, as joint tenants, whose address is 4426 NORTH LOWELL AVENUE, CHICAGO, IL 60630.THIS IS NOT HOMESTEAD PROPERTY (referred to below as "Grantor") and AMERICAN HEARTLAND BANK AND TRUST, whose address is 799 HEARTLAND DRIVE, P.O. BOX 350, SUGAR GROVE, IL 60554 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 28, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage recorded June 23, 2008 with the Cook County Recorder of Derdo as Document No. 0817542085 and as modified by the Modification of Mortgage dated October 3, 2008, recorded October 22, 2008 with the Cook County Recorder of Deeds as Document NO. 0829640080.

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

LOT 36 IN HAENTZE AND WHEELER'S SUBDIVISION NUMBER 8, BEING A RESUBDIVISION OF BLOCK 8 IN K. K. JONES SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRICNIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3400 NORTH HARDING, CHICAGO, IL 60618. The Real Property tax identification number is 13-23-309-029-0000.

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

The Maturity Date of the Mortgage is extended to October 1, 2017.

**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

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## MODIFICATION OF MORTGAGE (Continued)

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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 ACKNOW! EDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 24, 2012.

County Clark's Office

**GRANTOR:** 

JAMES PASCALO

CYNTHIA PASCALO

LENDER:

AMERICAN HEARTLAND BANK AND TRUST

Authorized Signer

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# MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT	
STATE OF TILLINGS	}
	) SS
COUNTY OF KANE	)
On this day before me, the undersigned Notary Public, PASCALO, to me known to be the individuals describe and acknowledged that they signed the Modification as purposes therein mentioned.  Given under my hand and official seal this  By  Notary Public in and for the State of  My commission expires	ed in and who executed the Modification of Mortgage,
STATE OF	OWLEDGMENT  ) ) SS
COUNTY OF	
On this day of day of R. LVGY, authorized agent for AMERICAN HEARTLA foregoing instrument and acknowledged said instrum AMERICAN HEARTLAND BANK AND TRUST, duly auth through its board of directors or otherwise, for the use that he or she is authorized to execute this said instrum of AMERICAN HEARTLAND BANK AND TRUST.	ND BANK AND TRUST that executed the within and lent to be the free and voluntary act and deed of orized by AMERICAN HEARTLAND BANK AND TRUST s and purposes therein mentioned, and on oath stated
By Mary & Genderson	Residing at
Notary Public in and for the State of	OFFICIAL MARY J HENDERSON MY COMMISSION EXPIRES OCTOBER 10, 2012