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**RECORDATION REQUESTED BY:** 

Marquette Bank Retail Lending & Operation Center 15959 108th Avenue Orland Park, IL 60467

Doc#: 1229047022 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 10/16/2012 10:42 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Marquette Bank 15959 108th Avenue Orland Park, IL 60467

4000063011

GIT (10-13)

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Luz Romo-GIT #40000630 Marquette Bank 15959 108th Avenue Orland Park, IL 60467

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 10, 2012, is made and executed between Salvatore DeLuca and Lynn DeLuca, his wife, as joint tenants (referred to below as "Grantor") and Marquette Bank, whose address is 15959 108th Avenue, Orland Park, IL 60467 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 8, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the office of Cook County Recorder of Deeds May 3, 2005, 24 document no. 0512353115.

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

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

The Real Property or its address is commonly known as 17307 Tamar Lane, Tinley Park, IL 60487. The Real Property tax identification number is 27-26-303-015-0000.

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

Extend maturity date to August 18, 2013; Loan amount of \$101,795 (balance only); Annual fee increased to \$50.00 due on the anniversary of the Modification/Change in Terms Agreement; Floor rate of 4.0%; Interest rate will adjust with the Prime Rate based on the Index.

**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



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## MODIFICATION OF MORTGAGE (Continued)

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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 18, 2012.

**GRANTOR:** 

Salvatore DeLuca

Lynn DeLlaca

LENDER:

MARQUETTE BANK

Authorized Signer

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# UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKN	OWLEDGMENT
COUNTY OF Still  On this day before me, the undersigned Notary Public, per to me known to be the individuals described in and acknowledged that they signed the Modification as their purposes therein mentioned  Given under my hand and critical seal this	who executed the Modification of Mortgage, and free and voluntary act and deed, for the uses and
Notary Public in and for the State of Selevace  My commission expires	<del> </del>
STATE OF <u>Illinois</u> COUNTY OF <u>Will</u>	EDGMENT  ) ss )
On this	y act and deed of <b>Marquette Bank</b> , duly authorized by se, for the uses and purposes therein mentioned, and
By Beverly Delas  Notary Public in and for the State of	"OFFICIAL SEAL" BEVERLY VILOS Notary Public, State of Illinois My Commission Expires 10/07/12

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## Attachment "A"

### **LEGAL DESCRIPTION:**

LOT 15 IN RAINTREE UNIT NO. 1, BEING SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, 12, L
18.
1000 COOK COUNTY Clerk's Office RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.