UNOFFICIAL COPY

1730735041

RECORDATION REQUESTED BY: Heritage Bank of Schaumburg 1535 W. Schaumburg Road Schaumburg, IL 60194

WHEN RECORDED MAIL TO:
Heritage Bank of Schaumburg
1535 W. Schaumburg Road
Schaumburg, IL 60194

Doc#: 1230739041 Fee: \$46.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 11/02/2012 09:51 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Central Loan Operations
Heritage Bank of Schaumburg
1535 W. Schaumburg Road
Schaumburg, IL 60194

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 18, 2012, is made and executed between Hasmukh K Patel and Aruna H Patel, in joint tenancy (referred to below as "Grantor") and Heritage Bank of Schaumburg, whose address is 1535 W. Schaumburg Road, Schaumburg IL 60194 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 17, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on September 9, 2010 as Document Number 102525 1003,

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

UNITS J2380-A, J2380-B, J2380-C, J2380-D, J2380-E, J2380-F, IN THE SCHAUMBURG TERRACE CONDOMINIUM, TOGETHER WITH AN UNDIVDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS DEFINED AND DELINEATED IN THE DECLARATION RECORDED AS DOCUME'JT NUMBER 93975088 IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 1C, LAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2380 John Smith Drive, Schaumburg IL 60194. The Real Property tax identification number is \$\mathbf{07}\$-18-200-022-1079; 07-18-200-022-1080; 07-18-200-022-1081; 07-18-200-022-1083 and 07-18-200-022-1084.

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

The maturity date of the Note is October 1, 2022.

The interest rate of the Note is 4.50% per annum fixed effective October 1, 2012 through October 1, 2017 and reamortize the balance over the remaining 215 months. On October 1, 2017 the rate will automatically adjust to the then current 30 Year Treasury Rate plus 2.75%, subject to a 5.875% per annum floor and an 8.00% per annum ceiling.

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

V

Y N

1230739041 Page: 2 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 2

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 OCTOBER 18, 2012.

THIS MODIFICATION OF MORTGAGE IS DATED O
940
000
C
Q _r
O _{Sc.}

1230739041 Page: 3 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 3

INDIVIDUAL ACK	NOWLEDGMENT	
STATE OF /LLINDIS)	
) SS	
COUNTY OF)	
On this day before me, the undersigned Notary Public, Patel , to me known to be the individuals described in a acknowledged that they signed the Modification as the purposes therein mention ad.	and who executed the Modification of Mortgage, ir free and voluntary act and deed, for the uses	, and and
Given under my hand and official seal this 1872	day of <u>8 C1 < 3 C2</u> , 20 1 <u>3</u>	<u>.</u>
By Linda Taedr-	Residing at Stromwood	
Notary Public in and for the State of 144 Nors My commission expires 7-13-15	"OFFICIAL SEAL" Linda Gaeding Notary Public, State of Illinois My Commission Expires July 13, 2013	
STATE OF 1221 WOIS		
) SS	
COUNTY OF COOK) 75	
On this	chaumburg that executed the within and forego e free and voluntary act and deed of heritage Bar umburg through its board of directors or otherwise stated that he or she is authorized to execute this	going nk of e, for
By Sinde Geden	Residing at Streemword	
Notary Public in and for the State of/ムルのい		
My commission expires 2-13-13	"OFFICIAL SEAL" Linda Gaeding Notary Public, State of Illinois My Commission Expires July 13, 2013	

1230739041 Page: 4 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 4

LASER PRO Lending, Ver. 12.2.0.003 Copr. Harland Financial Solutions, Inc. 1997, 2012. All Rights Reserved 1. LALAGR-WIN/CFI/LPL/G201.FC TR-12286 PR-194

Property of Cook County Clark's Office