

# UNOFFICIAL COPY

CORDATION REQUESTED BY:  
FIRST MIDWEST BANK  
DEERFIELD  
ONE PIERCE PLACE  
SUITE 1500  
ITASCA, IL 60143



Doc#: 1231050017 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/05/2012 09:42 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:  
First Midwest Bank  
Gurnee Branch  
P.O. Box 9003  
Gurnee, IL 60031-2502

510025892-63385

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
FIRST MIDWEST BANK  
300 NORTH HUNT CLUB ROAD  
GURNEE, IL 60031

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 5, 2012, is made and executed between DAVID A. KELLY and LISA M. KELLY, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, whose address is 948 WEST MONTANA STREET, CHICAGO, IL 606142409 (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 April 5, 2011 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED MAY 10, 2011 AS DOCUMENT# 1113050017 IN COOK COUNTY, ILLINOIS.

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

LOT 66 IN THE SUBDIVISION OF THE EAST 10 ACRES OF BLOCK 19 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 948 WEST MONTANA STREET, CHICAGO, IL 606142409. The Real Property tax identification number is 14-29-423-026-0000.

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

To delete the definition of "Note" therein its entirety and insert in lieu thereof the following: "Note. The word "Note" means 1. the promissory note dated July 5, 2013, in the original principal amount of \$500,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is a variable rate based on an index which is the Prime Rate as published in the Wall Street Journal (the "Index"). The Index currently is 3.250% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate equal to the Index, resulting in an initial rate of 5.000% per annum. Notice: under no circumstances will the interest rate on the Note be less than 5.000% per annum or more than the maximum rate allowed by applicable law. The maturity date of the

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## MODIFICATION OF MORTGAGE (Continued)

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Note is October 5, 2013. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE." and 2. the promissory note dated April 5, 2011, in the original principal amount of \$875,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is 5.750% per annum. The maturity date of the Note is April 5, 2015."

**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 JULY 5, 2012.**

GRANTOR:

x David A Kelly  
DAVID A. KELLY

x Lisa M Kelly  
LISA M. KELLY

LENDER:

FIRST MIDWEST BANK

x [Signature]  
Authorized Signer

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Lake )

On this day before me, the undersigned Notary Public, personally appeared **DAVID A. KELLY and LISA M. KELLY**, 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 29<sup>th</sup> day of August, 2012.

By Kristen A. Priebe Residing at Arlington Heights, IL

Notary Public in and for the State of Illinois

My commission expires 03/06/16



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Lake )

On this 29<sup>th</sup> day of August, before me, the undersigned Notary Public, personally appeared Daniel Salazar and known to me to be the Vice President, 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 Kristen A. Priebe Residing at Arlington Heights, IL

Notary Public in and for the State of Illinois

My commission expires 03/06/16



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## MODIFICATION OF MORTGAGE

(Continued)

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