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RECORDATION REQUESTED BY:

FIRST MIDWEST BANK CHICAGO O'HARE ONE PIERCE PLACE **SUITE 1500** ITASCA, IL 60143



Doc#: 1231050018 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 11/05/2012 09:43 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

First Midwest Bank 300 N. Hunt Club Road Gurnee, IL 60031

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 20, 2012, is made and executed between NICHOLAS C. SOTOS and JEAN E. SOTOS, HUSBAND AND WIFE, TENANTS BY THE ENTIRETY, whose address is 1501 WEST 41ST STREET, LA GRANGE, IL 605255807 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as

MORTGAGE. Lender and Grantor have entered into a Mortgage dared October 20, 2010 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded on November 5, 2010 as Document Number 1030956043 in Cook County, Illinois.

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

LOT 5 IN SCHNAUBELT'S SUBDIVISION OF LOT 1 (EXCEPT THE EAST 33 FEET THEREOF) AND LOT 2 IN RESUBDIVISION OF THE WEST HALF OF LOT 19 AND ALL OF LOTS 20 AND 21 IN EDGEWOOD SUBDIVISION IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1501 WEST 41ST STREET, LA GRANGE, IL 605255807. The Real Property tax identification number is 18-05-208-023-0000.

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 the promissory note dated October 20, 2012, in the original principal amount of \$214,000.00 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

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1

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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 Note is October 20, 2013. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.".

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 Lendon 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 Lengler 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 20, 2004 COUNTY CLOPA'S OFFICO

GRANTOR:

NICHOLAS C. SOTOS

JEAN E. SOTOS

LENDER:

FIRST MIDWEST BANK

Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 1	(Continued)	Page 4
	LENDER ACKNOWLEDGMENT	
STATE OF COOK)) SS	
On this day Public, personally appeared	of Oct., 2012 ber Sha J Tescaste. and known to me to FIRST MIDWEST BANK that executed the with	fore me, the undersigned Notary to be the
acknowledged said instrument to authorized by FIRST MIDWEST therein mentioned, and on oath executed this said instrument on	so be the free and voluntary act and deed of BANK through its board of directors or otherwated that he or she is authorized to execute behalf of FIRST MIDWEST BANK.	of FIRST MIDWEST BANK , duly wise, for the uses and purposes this said instrument and in fact
Notary Public in and for the State My commission expires		C VNi Cacy 6
	ERIC	CA CORNEJO LIC - STATE OF ILLINOIS SION EXPIRES:08/06/16

LASER PRO Lending, Ver. 12.2.0.003 Copr. Harland Financial Solutions, Inc. 1997, 2012. All Rights Reserved. - IL c:\CFI\LPL\G201.FC TR-208002 PR-23

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UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT STATE OF	Loan No: 1	(Contin	uea)		rage 3
STATE OF COUNTY OF SSS NOTARY Public. STATE OF COUNTY OF STATE OF		INDIVIDUAL ACKN	IOWLEDGMEN	T	, , , , , , , , , , , , , , , , , , , ,
On this day before me, the undersigned Notary Public, personally appeared NICHOLAS C. SOTOS, to known to be the individual described in and who executed the Modification of Mortgage, and acknowled that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purport therein mentioned. Given under my-hand and official seal this day of Residing at		<u> </u>)) SS	JOHN J NOTARY PUBLIC	JASINSKI - STATE OF ILLINOIS
My commission expires	On this day before me, the uknown to be the individual desthat he or she signed the Modifitherein mentioned.	scribed in and who execu- fication as his or her free a	ted the Modificat and voluntary act	ion of Mortgage, and deed, for the	and acknowledged uses and purposes
On this day before me, the undersigned Notary Public, personally appeared JEAN = SOTOS, to me known be the individual described in and who executed the Modification of Mortgage, and auknowledged that he she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes the mentioned. Given under my hand and official seal this	By John J. Jan	- 1 00	Residing at	Couch	Coul
OFFICIAL SEAL JOHN J JASINSKI NOTARY PUBLIC. STATE OF LILINO MY COMMISSION EXPRES 04/27/13 On this day before me, the undersigned Notary Public, personally appeared JEAN F SOTOS, to me know be the individual described in and who executed the Modification of Mortgage, and acknowledged that his he signed the Modification as his or her free and voluntary act and deed, for the uses and purposes the mentioned. Given under my hand and official seal this	Notary Public in and for the Sta	ite of			<i>(</i>
On this day before me, the undersigned Notary Public, personally appeared JEAN F SOTOS, to me known be the individual described in and who executed the Modification of Mortgage, and a knowledged that he she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes the mentioned. Given under my hand and official seal this day of Residing at Residing at Notary Public in and for the State of Human Residing at		CPS FRV: NOTABY PUB	VOWLEDGMEN	т	
On this day before me, the undersigned Notary Public, personally appeared JEAN E SOTOS, to me know be the individual described in and who executed the Modification of Mortgage, and asknowledged that he she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes the mentioned. Given under my hand and official seal this 20 day of 200 day of 200 day. Residing at 200 day of 200 day. Notary Public in and for the State of 200 day.	STATE OF Allewin	<u>. </u>) SS (2)	JOHN NOTARY PUB	J JASINSKI LIC - STATE OF ILL INDIS
be the individual described in and who executed the Modification of Mortgage, and acknowledged that he she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes the mentioned. Given under my hand and official seal this	COUNTY OF Civil	<u>(</u>	}	75	***************************************
Notary Public in and for the State of	be the individual described in a she signed the Modification as mentioned	and who executed the Mo his or her free and volun	odification of Mor stary act and deed	tgage, and eckno d, for the uses an	wledged that he o d purposes therei
Notary Public in and for the State of	Given under my hand and offici	al seal this XO	day of	October	, 20 <u>/</u>
	Notary Public in and for the Sta	ink. ite of H	Residing at	Cick (as	. 5