

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

FIRST MIDWEST BANK  
CREST HILL  
ONE PIERCE PLACE  
SUITE 1500  
ITASCA, IL 60143



Doc#: 1231050036 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/05/2012 10:37 AM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**

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

3890010139-1 Off. 1300 #27009  
Accurate Logistics, Inc

**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 19, 2012, is made and executed between ANGELO CHRISTOPHER, AS SUCCESSOR TRUSTEE OF THE DOLORES CHRISTOPHER REVOCABLE TRUST DATED JUNE 12, 2005, whose address is 6145 TIMBER RIDGE COURT, INDIAN HEAD PARK, IL 605253759 (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 January 28, 2011 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded February 10, 2011 as Document #1104156074 in Cook County, Illinois.

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

UNIT NUMBER 207 IN 127 ACACIA DRIVE CONDOMINIUM, AS DELINEATED ON A SURVEY ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 89551005 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 127 ACACIA CIRCLE, UNIT 207, INDIAN HEAD PARK, IL 605259049. The Real Property tax identification number is 18-20-100-079-1016.

**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 19, 2012, in the original principal amount of \$135,000.00 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 of 2.000 percentage points over the Index, resulting in

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## MODIFICATION OF MORTGAGE

(Continued)


Loan No: 1

an initial rate of 5.250% 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 19, 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 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 19, 2012.**

GRANTOR:

X  \_\_\_\_\_ TRUSTEE  
ANGELO CHRISTOPHER, AS SUCCESSOR TRUSTEE OF THE  
DOLORES CHRISTOPHER REVOCABLE TRUST DATED JUNE 12,  
2005

LENDER:

FIRST MIDWEST BANK

X  \_\_\_\_\_  
Authorized Signer

Approved by Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 1

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illin )  
 ) SS  
 COUNTY OF Will )

On this day before me, the undersigned Notary Public, personally appeared **ANGELO CHRISTOPHER, AS SUCCESSOR TRUSTEE OF THE DOLORES CHRISTOPHER REVOCABLE TRUST DATED JUNE 12, 2005**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th day of October, 2012.

By [Signature] Residing at Crest Hill

Notary Public in and for the State of Illin

My commission expires \_\_\_\_\_



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Will )

On this 24th day of October, 2012 before me, the undersigned Notary Public, personally appeared Michelle A. Palya and known to me to be the Michelle A. Palya Bus. manager 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 Stacy E Larisey Residing at Plainfield

Notary Public in and for the State of Illinois

My commission expires 04/11/15

