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Doc#: 1302846024 Fee: \$48.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/28/2013 09:10 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:

BMO Harris Bank N.A.
Attn: Collateral Management
P.O. Box 2880
Chicago, Illinois 60690-2880

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

P. Serckie, Documentation Specialist
BMO Harris Bank N.A.
1200 Warrenville Road, 2nd Floor
Naperville, IL 60563

CTIC-HE

H25304154

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated as of October 29, 2012, is made and executed between Poothakallil Gabriel and Saramma Gabriel, husband and wife, and Poothakallil Abraham and Rosamma Abraham, husband and wife, each as to an undivided on fourth interest, whose address is 162 Circle Ridge Drive, Burr Ridge, IL 60527 (referred to below as "Grantor") and BMO Harris Bank N.A. formerly known as Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 5, 2002, (the "Mortgage") recorded on June 21, 2002 which has been recorded in Cook County, State of Illinois, as subsequently modified from time to time, as follows:

Recorded as Document No. 0020696309 (hereinafter referred to as the "Mortgage").

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MODIFICATION OF MORTGAGE (Continued)

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

PARCEL 1:

LOTS 31, 32, 33 AND 34 (EXCEPT THAT PART OF LOTS 31 AND 32 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 31; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 31 A DISTANCE OF 115.39 FEET TO THE SOUTHEAST CORNER OF SAID LOT 31; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINES OF SAID LOTS 31 AND 32 A DISTANCE OF 30 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE (WHICH WHEN EXTENDED WOULD INTERSECT THE EAST LINE OF SAID LOT 31, A DISTANCE OF 30 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 31, AS MEASURED ALONG SAID EAST LINE OF LOT 31) TO A POINT OF INTERSECTION WITH A LINE LYING 10 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF LOT 31; THENCE NORTH ALONG SAID PARALLEL LINE TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID LOT 31; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING) IN ADOLPH STURMS SUBDIVISION OF THE EAST 1/4 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER OF BUTTERFIELD ROAD IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH AND ADJOINING LOTS 31, 32, 33, AND 34 IN ADOLPH STURMS SUBDIVISION OF THE EAST 1/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER OF BUTTERFIELD ROAD IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 522-530 Mannheim Road, Bellwood, IL 60104 The Real Property tax identification number is 15-08-415-020, 15-08-415-023, and 15-08-415-025.

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

This Modification of Mortgage reflects the following: a Promissory Note dated October 29, 2012 in the original principal amount of \$245,021.53 to Lender bearing a fixed interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$245,021.53; and (3) the following paragraphs are hereby added to the Mortgage:

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MODIFICATION OF MORTGAGE (Continued)

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Cross-Collateralization

In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Waiver of Right of Redemption

NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601 (B) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY

All other terms and conditions remain the same.

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 promissory notes or other documents or instruments secured by the Mortgage. All references in the Mortgage to the term "Note" shall be deemed references to the term "Note" as defined herein and any and all notes, if any, issued in extension or renewal thereof or in substitution or replacement therefor. 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 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.

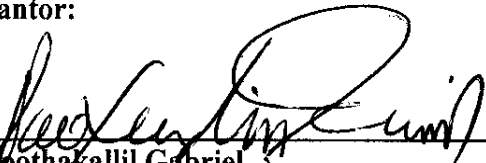
[SIGNATURE PAGE TO FOLLOW]

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MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AS OF OCTOBER 29, 2012.

Grantor:

X 
Poothakallil Gabriel

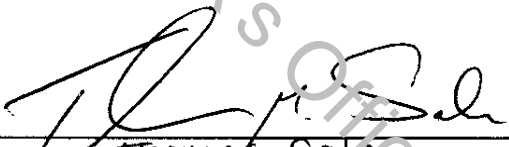
X 
Saramma Gabriel

X 
Poothakallil Abraham

X 
Rosamma Abraham

Lender:

BMO HARRIS BANK N.A.

By 
Name Thomas Sale
Title AVP

Property of COOK COUNTY Clerks Office

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

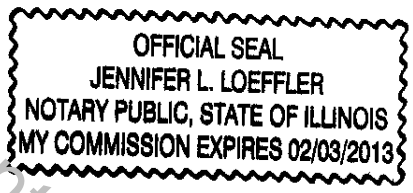
On this day before me, the undersigned Notary Public, personally appeared **Poothakallil Gabriel, Saramma Gabriel, Poothakallil Abraham, and Rosamma Abraham**, to me known to be the individuals described in and who executed the Modification Agreement, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of January, 2013.

By *Jennifer L. Loeffler*
Notary Public in and for the State of Illinois

Residing at 201 S. Grove Ave
Barrington, IL
60010

My commission expires 2/3/13



Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 11th day of January, 2013 before me, the undersigned Notary Public, personally appeared Thomas Sale and known to me to be the AVP, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By: *Jennifer Loeffler*
Notary Public in and for the State of Illinois

Residing at 201 S. Grove Ave
Barrington, IL 60010

My commission expires 2/3/13



Clerk's Office