

RECORDATION REQUESTED BY:

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

WHEN RECORDED ~~MAN TO~~

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

4999941809, 2463, 15416

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST MIDWEST BANK
300 N. HUNT CLUB ROAD
GURNEE, IL 60031

TANNER
46451779

IL

FIRST AMERICAN ELS
MODIFICATION



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 5, 2013, is made and executed between DAVID N. TANNER and KIMBERLY S. TANNER, HUSBAND AND WIFE whose address is 623 GUNDERSON AVENUE, OAK PARK, IL 603041421 (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 November 13, 2009 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded December 30, 2009 as Document #0936416013 and Modification of Mortgage dated September 6, 2012 Recorded September 17, 2012 as Document #1226156044, in Cook County, Illinois.

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

LOT 6 IN BLOCK 4 IN CHICAGO HERALD ADDITION TO OAK PARK, A SUBDIVISION OF THE WEST 1/2 OF LOT 4 IN THE SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 623 GUNDERSON AVENUE, OAK PARK, IL 603041421. The Real Property tax identification number is 16-18-213-034-0000.

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

In the paragraph titled "Credit Agreement" delete the words "The words "Credit Agreement" mean the credit agreement dated November 13, 2009 with a credit limit of \$117,000.00 and amended by an Equiflex Home Equity Line of Credit Agreement and Disclosure Change in Terms Agreement dated September 6, 2012 with Credit Limit of \$109,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement" and replace with " The words "Credit Agreement" mean the credit agreement dated November 13, 2009 with a credit limit of \$117,000.00 and amended by an Equiflex Home Equity Line of Credit

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MODIFICATION OF MORTGAGE

(Continued)

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Agreement and Disclosure Change in Terms Agreements dated September 6, 2012 with credit limit of \$109,000.00 and dated February 5, 2013 with credit limit of \$93,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement" and in the paragraph titled "Maximum Lien" delete the words "exceed \$218,000.00" and replace with "exceed \$186,000.00".

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 FEBRUARY 5, 2013.

GRANTOR:

X 

DAVID N. TANNER

X 

KIMBERLY S. TANNER

LENDER:

FIRST MIDWEST BANK

X 

Authorized Signer

Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

Loan No: 4999941804

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
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 COUNTY OF Cook)



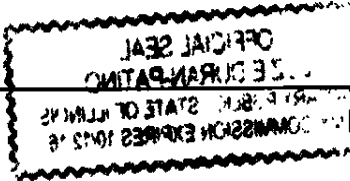
On this day before me, the undersigned Notary Public, personally appeared **DAVID N. TANNER**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 8 day of February, 2013.

By [Signature] Residing at Chicago

Notary Public in and for the State of IL

My commission expires 6/5/16



INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
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) SS
)
 COUNTY OF Cook)



On this day before me, the undersigned Notary Public, personally appeared **KIMBERLY S. TANNER**, 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 8 day of February, 2013.

By [Signature] Residing at Chicago

Notary Public in and for the State of IL

My commission expires 6/5/16

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MODIFICATION OF MORTGAGE

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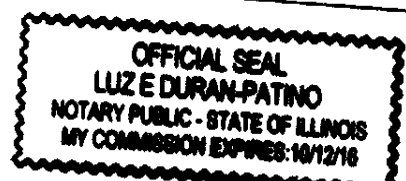
LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF Cook)

On this 8 day of February, 2013 before me, the undersigned Notary Public, personally appeared Erica Corney and known to me to be the Personal Banker, 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 LUZ E. DURAN-PATINO Residing at IL
 Notary Public in and for the State of IL

My commission expires 10/12/2016



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Cook County Clerk's Office