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RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
TINLEY PARK MAIN
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

Doc#: 1308450078 Fee: \$46.00

RHSP Fee: \$10.00 Affidavit Fee:

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 03/25/2013 02:52 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

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

312021488-60320 31200 #3915

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 March 5, 2013, is made and executed between RANDALL NAGAI, UNMARRIED, whose address is 208 COUNTRY LANE, DES PLAINES, IL 600168801 (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 June 5, 2012 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded September 10, 2012 as Document #1225456014 in Cook County, Illinois.

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 208 COUNTRY LANE, DES PLAINES, IL 600160000. The Real Property tax identification number is 09-09-201-056-1016-0000.

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 March 5, 2013, in the original principal amount of \$26,529.65 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 subject to change from time to time based on changes in an independent index which is the three month London Interbank Offered Rate ("LIBOR") as shown in the Money Rates section of The Wall Street Journal on the last day published of each quarter (the "Index"). The Index currently is 0.287% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate of 4.500 percentage points over 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

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 66320

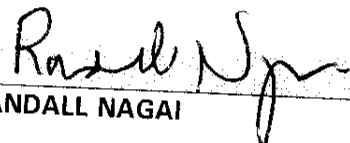
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maximum rate allowed by applicable law. The maturity date of the Note is June 5, 2013. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**"; 2. the promissory note dated June 5, 2012, in the original principal amount of \$150,000.00 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 subject to change from time to time based on changes in an independent index which is the three month London Interbank Offered Rate ("LIBOR") as shown in the Money Rates section of The Wall Street Journal on the last day published of each quarter (the "Index"). The Index currently is 0.287% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate of 4.500 percentage points over 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 Note is June 5, 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.

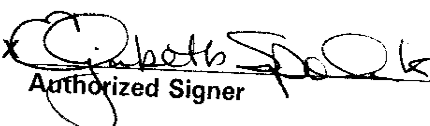
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 5, 2013.

GRANTOR:

x 
RANDALL NAGAI

LENDER:

FIRST MIDWEST BANK

x 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 66320

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **RANDALL NAGAI**, 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 5th day of March, 2013.

By Nancy Grigaliunas Residing at July Park

Notary Public in and for the State of Illinois

My commission expires 3/27/16



LENDER ACKNOWLEDGMENT

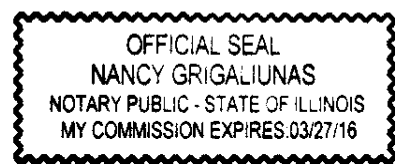
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 5th day of March, 2013 before me, the undersigned Notary Public, personally appeared Elizabeth Spolnik and known to me to be the Commercial Banking Office, 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 Nancy Grigaliunas Residing at July Park

Notary Public in and for the State of Illinois

My commission expires 3/27/16



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 66320

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EXHIBIT "A"

Property: 208 Country Lane, Des Plaines, Illinois 60016 County: Cook

Legal Description: Unit 208 in Country Homes of Country Homes of Beck Lake Woods Condominium as delineated on a Survey of the following described real estate: Part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 9, Township 41 North, Range 12, East of the Third Principal Meridian, lying West of the Westerly line of Illinois Toll Road and part of Lot 1 in Leverenz Subdivision lying West of the Westerly line of Illinois Toll Road which Survey is attached as Exhibit "C" to the Declaration of Condominium recorded as Document Number 27402543, together with its undivided percentage interest in the common elements, in Cook County, Illinois. *

Permanent Index Number(s): 09-09-201-056-1016

Property of Cook County Clerk's Office