

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

First Community Financial  
Bank  
Homer Glen Branch  
13901 S Bell Road  
Homer Glen, IL 60491



Doc#: 1334613025 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/12/2013 11:09 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

First Community Financial  
Bank  
Homer Glen Branch  
13901 S Bell Road  
Homer Glen, IL 60491

**SEND TAX NOTICES TO:**

Richard Kiel  
103 Ruffled Feathers Dr  
Lemont, IL 60439

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Valanda McLain, Processor, 32000259  
First Community Financial Bank  
13901 S Bell Road  
Homer Glen, IL 60491

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated October 30, 2013, is made and executed between Richard Kiel, whose address is 103 Ruffled Feathers Dr, Lemont, IL 60439 (referred to below as "Grantor") and First Community Financial Bank, whose address is 13901 S Bell Road, Homer Glen, IL 60491 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 3, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on September 9, 2008 as Document No. 0825305026 as subsequently assigned to First Community Bank of Homer Glen and Lockport on August 1, 2010 and recorded on August 23, 2010 as Document No. 1023522006 in the Recorder's Office of Cook County, Illinois

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

THE NORTH 80.00 FEET OF THE SOUTH 240.00 FEET OF THE WEST 162.00 FEET OF LOT 44 IN TEE BROOK VILLA UNIT NUMBER 1, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 15134 Quail Hollow Dr, Orland Park, IL 60462. The Real Property tax identification number is 27-14-103-089-0000.

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated September 3, 2013 in the original principal amount of \$431,752.87 to Lender

S Yes  
P +  
S NO  
M NO  
SC Yes  
E Yes  
INT NO

4 pgs.

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(Continued)**

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bearing a fixed interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Notes; (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 \$863,505.74; (3) the word Lender means First Community Financial Bank, successor by merger to First Community Bank of Homer Glen and Lockport, its successors and assigns; and (4) to include the following language:

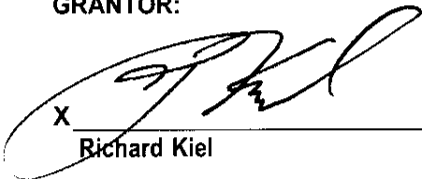
Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1301 (b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF 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 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.

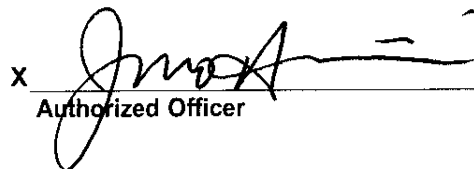
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 30, 2013.**

GRANTOR:

X   
Richard Kiel

LENDER:

FIRST COMMUNITY FINANCIAL BANK

X   
Authorized Officer

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## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Will )

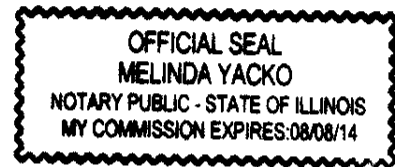
On this day before me, the undersigned Notary Public, personally appeared **Richard Kiel**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 30<sup>th</sup> day of October, 2013.

By [Signature] Residing at [Address]

Notary Public in and for the State of Illinois

My commission expires 08-08-14



### LENDER ACKNOWLEDGMENT

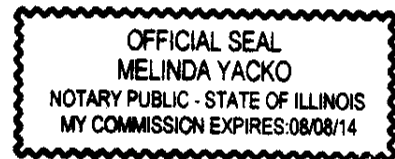
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Will )

On this 30<sup>th</sup> day of October, 2013 before me, the undersigned Notary Public, personally appeared John O'B and known to me to be the \_\_\_\_\_, authorized agent for **First Community Financial Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Community Financial Bank**, duly authorized by **First Community Financial 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 Community Financial Bank**.

By [Signature] Residing at [Address]

Notary Public in and for the State of Illinois

My commission expires 08-08-14



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## MODIFICATION OF MORTGAGE (Continued)

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