

1 All
RECORDATION REQUESTED BY:
ST. CHARLES BANK & TRUST
COMPANY
411 WEST MAIN STREET
ST. CHARLES, IL 60174

WHEN RECORDED MAIL TO:
ST. CHARLES BANK & TRUST
COMPANY
1001 S. Randall Road
Elgin, IL 60123

SEND TAX NOTICES TO:
JOHN WOBER
1496 LARKSPUR COURT
ROMEDEVILLE, IL 60443

FOR RECORDER'S USE ONLY

K10423

This Modification of Mortgage prepared by:

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 8, 2014, is made and executed between JOHN WOBER, whose address is 1496 LARKSPUR COURT, ROMEDEVILLE, IL 60446 (referred to below as "Grantor") and ST. CHARLES BANK & TRUST COMPANY, whose address is 411 WEST MAIN STREET, ST. CHARLES, IL 60174 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 8, 2011 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage recorded on February 17, 2011 in the office of the Cook County Recorder as Document No. 1104829067, as may be subsequently modified from time to time.

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

UNITS 506 AND P-124 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 1464 SOUTH MICHIGAN AVENUE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0803903091, IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1464 S MICHIGAN AVE #506, CHICAGO, IL 60605. The Real Property tax identification number is 17-22-107-069-1418; 17-22-107-069-1014.

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

Interest Rate. Effective February 8, 2014, interest shall accrue at a fixed rate of 5.0% prior to maturity or default.

Due on Sale. Consent by Lender. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the

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

Loan No: 10002458-1

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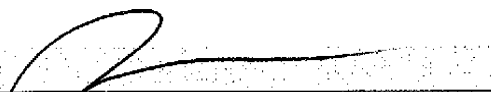
conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

Negative Covenant. Grantor warrants that Grantor holds good and marketable title of record to the Real Property is fee simple, free and clear of all liens, Security Interests and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage. Grantor covenants and agrees with Lender that while this Mortgage is in effect, Grantor shall not, without the prior written consent of Lender, or as otherwise provided for herein: sell, transfer, mortgage, assign, pledge, lease, grant a Security Interest in, or create, suffer or permit any encumbrance of the Real Property. As used herein, a "Security Interest" includes any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

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 8, 2014.

GRANTOR:

X 
JOHN WÖBER

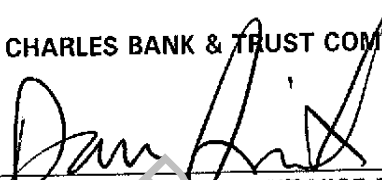
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MODIFICATION OF MORTGAGE (Continued)

Loan No: 10002458-1

LENDER:

ST. CHARLES BANK & TRUST COMPANY

X 
 DAN JONIAK, ASSISTANT VICE PRESIDENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF LAKE)

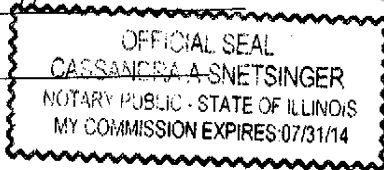
On this day before me, the undersigned Notary Public, personally appeared **JOHN WOBER**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 20TH day of MARCH, 2014.

By Cassandra A. Snetsinger Residing at Lake Zurich, IL

Notary Public in and for the State of _____

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 10002458-1

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF LAKE)

On this 20th day of MARCH, 2014 before me, the undersigned Notary Public, personally appeared **DAN JONIAK** and known to me to be the **ASSISTANT VICE PRESIDENT**, authorized agent for **ST. CHARLES BANK & TRUST COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **ST. CHARLES BANK & TRUST COMPANY**, duly authorized by **ST. CHARLES BANK & TRUST COMPANY** 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 **ST. CHARLES BANK & TRUST COMPANY**.

By Cassandra A. Snetsinger Residing at Lake Zurich, IL
 Notary Public in and for the State of _____

My commission expires _____



Clerk's Office