

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

THE LEADERS BANK
Oak Brook
2001 York Road
Oak Brook, IL 60523



Doc#: 1428919034 **Fee:** \$46.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/16/2014 10:02 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

THE LEADERS BANK
Oak Brook
2001 York Road
Oak Brook, IL 60523

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

K. Pietrzak, Credit Administration
THE LEADERS BANK
2001 York Road
Oak Brook, IL 60523

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 1, 2014, is made and executed between James M. Fortune, Jr. (referred to below as "Grantor") and **THE LEADERS BANK**, whose address is 2001 York Road, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 1, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with the Cook County Recorder of Deeds on November 18, 2013 as Document #1332234049.

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

LOTS 34, 35 AND 36 IN BLOCK 92 IN CHICAGO HEIGHTS, A SUBDIVISION IN TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

The Real Property or its address is commonly known as 1628 Fifth Street, Chicago Heights, IL 60411. The Real Property tax identification number is 32-21-415-028-0000; 32-21-415-029-0000; 32-21-415-030-0000.

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

a.) Delete and restate the definition of Note to read as follows: The word "Note" means the Promissory Note dated November 1, 2013, in the original principal amount of \$46,300.00 from James M. Fortune, Jr. and Karyn L. Fortune to Lender; the Promissory Note dated September 1, 2014, in the original principal amount of \$47,200.00 from James Fortune and Karyn Fortune to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE:** Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. b.) Add the definition of **Cross-Collateralization:**

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and 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

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

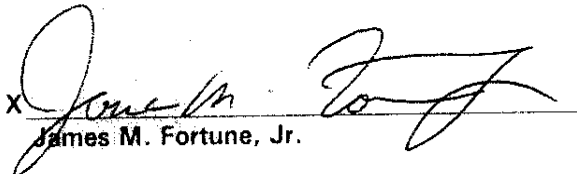
Page 2

otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or 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. c.) Add the definition of Cross Default: **CROSS-DEFAULT**. This loan is cross-defaulted with all loans to the Borrower and/or all related entities now existing or hereinafter extended to the Borrower, including but not limited to: the Promissory Note dated September 1, 2014 from James Fortune and Karyn Fortune to Lender, in the principal amount of \$47,200.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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.

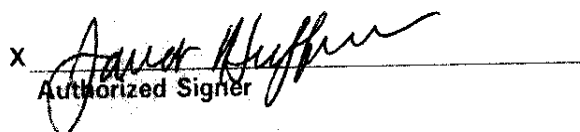
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 1, 2014.

GRANTOR:

x 
James M. Fortune, Jr.

LENDER:

THE LEADERS BANK

x 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF DuPage)

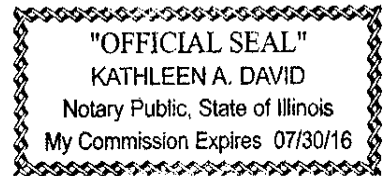
On this day before me, the undersigned Notary Public, personally appeared **James M. Fortune, Jr.**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for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

Given under my hand and official seal this 22nd day of Sept, 2014.

By Kathleen A. David Residing at _____

Notary Public in and for the State of Illinois

My commission expires 7/30/16



LENDER ACKNOWLEDGMENT

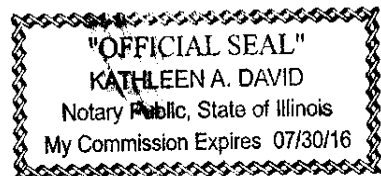
STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 22nd day of Sept, 2014 before me, the undersigned Notary Public, personally appeared JAMES R. HOFFMAN and known to me to be the Director MTG SERV., authorized agent for **THE LEADERS BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **THE LEADERS BANK**, duly authorized by **THE LEADERS 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 **THE LEADERS BANK**.

By Kathleen A. David Residing at _____

Notary Public in and for the State of Illinois

My commission expires 7/30/16



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MODIFICATION OF MORTGAGE (Continued)

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