2000-06-14 15:13:49

Cook County Recorder

31.00

### FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE, made and entered into as of April 3, 2000, by and between JEFFREY P. GRAY and KENDRA A. GALLAGHER, 2144 Wilmette, Thornwood Avenue, Illinois 60091 (collectively, GLORIA C. "Mortgagor") and GRAY, as trustee, 1520 Park Drive, Munster, Indiana 46321 ("Mortgagee").



#### WITNESSETH:

WHEREAS, Mortgagor for valuable consideration did execute and deliver its \$250,000.00 Mortgage Note (the "Note") dated May 14, 1993. made payable to Mortgagee evidencing a loan by Mortgagee (the "Original Loan"); and

WHEREAS, Mortgagee expects to loan Mortgagor up to an additional \$600,000.00 (collectively with the Original Loan, the "Aggregate Loan");

WHEREAS, to secure the Note, Mortgager did execute and deliver to Mortgagee a Mortgage (referred to herein with any amendments or modifications as the "Mortgage") of even date with the Note, wherein it did grant, bargain, sell, convey and mortgage to Mortgagee the real estate hereinafter legally described on Exhibit A attached hereto and made a part hereof (the "Property"), which Mortgage was recorded in the Recorder's Office of Cook County, Illinois, on December 8, 1993, as Document No. 03003522; and

WHEREAS, Mortgagor and Mortgagee desire to modify the Mortgage as hereinafter set forth to reflect the foregoing.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, and further in consideration of the agreements, covenants, conditions and stipulations herein set forth, the parties hereto, for themselves and their respective successors and assigns, do hereby agree to modify the Mortgage as follows, to wit:

- 1. The Mortgage shall secure the Aggregate Loan.
- 2. The legal description of the Property shall be amended in its entirety to be solely as set forth on Exhibit B attached hereto and made a part hereof.
- 3. Except as modified herein, the terms and conditions of the Mortgage shall be and remain unchanged and in full force and effect as written. Nothing herein contained shall in any

BOX 333-CTI

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manner affect the priority or lien of the Mortgage or the covenants, conditions and agreements therein contained.

IN WITNESS WHEREOF, this Agreement has been duly executed by Mortgagor and Mortgagee.

JEFFREY GRAY

Doc. No.: 491347

KENDRA A. GALLACITIR

COLUMBIA

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OFFICE

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### UNOFFICIAL COPY 00438310

STATE OF ILLINOIS	)	
	)	SS.
COUNTY OF COOK	``	

I, MANY FRENZE a Notary Public in and for the said County, in the State aforesaid, do hereby certify that JEFFREY P. GRAY and KENDRA A. GALLAGHER, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes. Therein set forth.

GIVEN under my hand and Seal of Office this 44 day of June, 2000.

Mary Jun France Public Public

My commission expires:

OFFICIAL SEAL
MARY ANN FRENZEL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-7-2000

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STATE OF ILLINOIS	)	
	)	SS.
COUNTY OF COOK	)	

I, MARY FUNFILLS a Notary Public in and for the said County, in the State aforesaid, do hereby certify that GLORIA C. GRAY, trustee, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVFN under my hand and Seal of Office this 4th day of June, 2000.

OFFICIAL SPAL
MARY ANN FHT:N YEL
NOTARY PUBLIC, STATE OF "LIN DIS
MY COMMISSION EXPIRES 7-7-20.0

My commission expires:

May Jun French Notary Public

Sounity Clark's Office

THIS INSTRUMENT WAS PREPARED F.Y AND AFTER RECORDING SHOULD BE RETURNED TO:

Jeffrey P. Gray Wildman, Harrold, Allen & Dixon 225 West Wacker Drive Chicago, Illinois 60606-1229

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#### **EXHIBIT A**

THE WEST 50 FEET OF LOT 67 IN MANUS LAKE SHORE HIGHLANDS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clark's Office

PERMANENT INDEX NO. 05-28-303-041-0000

ADDRESS: 2144 Thornwood, Wilmette, IL

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#### **EXHIBIT B**

LOT 3 IN BLOCK 5 IN INDIAN HILL ESTATES, A SUBDIVISION OF PARTS OF THE SOUTH 1/2 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property of Cook County Clark's Office

PERMANENT INDEX NO. 05-29-307-024-0000

ADDRESS: 1025 Mohawk, Wilmette, IL