

RECORDATION REQUESTED BY:

Burling Bank
141 W. Jackson Boulevard
Chicago, IL 60604



WHEN RECORDED MAIL TO:

Burling Bank
141 W. Jackson Boulevard
Chicago, IL 60604

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Burling Bank
141 W. Jackson Boulevard
Chicago, IL 60604

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Burling Bank
141 W. Jackson Blvd
Chicago, IL 60604

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MAY 7, 2000, BETWEEN Fred J. Levy and Paula S. Levy, as joint tenants, (referred to below as "Grantor"), whose address is 320 W. Oakdale, #1102, Chicago, IL 60657; and Burling Bank (referred to below as "Lender"), whose address is 141 W. Jackson Boulevard, Chicago, IL 60604.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 7, 1993 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

On June 4, 1993, as document number 93423680 in the original principal amount of One Hundred Sixty Eight Thousand Seven Hundred Fifty and 00/100 Dollars; and as modified by a certain Modification of Mortgage dated March 4, 1997, recorded April 2, 1997, as document number 97228125, thereby decreasing the principal amount to Thirty Five Thousand and 00/100 Dollars; and as modified by a certain Modification of Mortgage dated March 31, 1997, recorded April 18, 1997, as document number 97271980, thereby increasing the principal amount to Forty Five Thousand and 00/100 Dollars.

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

Unit No. 1102 in the 320 Oakdale Condominium, as delineated on a survey of the following described real estate: That part of Lot 8 in the County Clerk's division of Lots 2, 3 & 4 & the S 33 feet of Lot 1 in the Assessor's division of Lots 1 & 2 in the subdivision by the City of Chicago of the E fractional 1/2 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, bounded by a line described as follows: Commencing at a point in the S line of said Lot 8, 198 feet W of the west boundary line of Lincoln Park as established by a decree of the Circuit Court of Cook County, Illinois, on 10/31/1904, in Case No. 256886 said point being on the N line of Oakdale Avenue & on the W line of an 18 foot public alley; thence running N of the W line of said 18 foot public alley (same being a line parallel with the W boundary line of Lincoln Park) 140.34 feet to the S line of an 18 foot public alley; thence W on the S line of said 18 foot public alley (being a line parallel with the N line of said Oakdale Avenue) 116.8 feet to a point 314.8 feet W of the said W boundary line of Lincoln Park (said point being 314 feet E of the W line of the E fractional 1/2 of said section 28 & 274 feet E of the E line of Sheridan Road as now located); thence S along a line parallel with the W line of the E fractional 1/2 of said Section 28, 140.33 feet more or less to the S line of said Lot 8 (which said last mentioned line is also the N line of Oakdale Avenue); thence E along the S line of said Lot 8 (said line being the N line of Oakdale Avenue) 118 feet to the point of beginning, all in Cook County, Illinois; which said survey is attached as exhibit "C" to the Declaration of Condominium recorded as document number 26908986 together with an undivided percentage interest in the common elements, in Cook County, Illinois.

S-4
P-3
N-No
M-4 JB

UNOFFICIAL COPY

Property of Cook County Clerk's Office

LENDER:
Burling Bank

By: *Christopher S. Jankovics* SVF
Authorized Officer

GRANTOR:

X *Paula S. Levy*
Paula S. Levy
X *Fred J. Levy*
Fred J. Levy

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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.

The Real Property or its address is commonly known as 320 W. Oakdale, Unit #1102, Chicago, IL 60657. The Real Property tax identification number is 14-28-203-028-1026.
MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:
(1) Decreasing the Principal Indebtedness to Forty Thousand and 00/100 Dollars (2) Extending the Maturity Date to May 7, 2007.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)

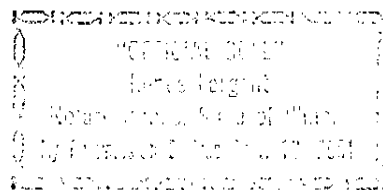
On this day before me, the undersigned Notary Public, personally appeared **Fred J. Levy and Paula S. Levy**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 12 day of June, 20 00

By Renee J. Argent Residing at _____

Notary Public in and for the State of Illinois

My commission expires 9-16-01



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)

On this 12 day of June, 20 00, before me, the undersigned Notary Public, personally appeared Christopher S. Larkin and known to me to be the _____, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By Renee J. Argent Residing at _____

Notary Public in and for the State of Illinois

My commission expires 9-16-01

