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10/13/03 05:00:01 Page 1 of 3  
2000-10-03 13:05:18  
Cook County Recorder 25.00

**RECORDATION REQUESTED BY:**

**COLE TAYLOR BANK**  
5501 W. 79th Street  
Burbank, IL 60459

**WHEN RECORDED MAIL TO:**

**Cole Taylor Bank**  
Loan Services  
P.O. Box 88452, Dept A  
Chicago, IL 60609-8452

**SEND TAX NOTICES TO:**

**James J. O'Toole**  
2160 West Eastwood Avenue  
Chicago, IL 60625



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**FOR RECORDER'S USE ONLY**

*Handwritten:* H00039001 CTR

This Modification of Mortgage prepared by: **Cole Taylor Bank (Loan Services - IL)**  
P.O. Box 909743  
Chicago IL 60690-9743

*Handwritten:* 3

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 21, 2000, BETWEEN James J. O'Toole, an unmarried person, (referred to below as "Grantor"), whose address is 2160 West Eastwood Avenue, Chicago, IL 60625; and COLE TAYLOR BANK (referred to below as "Lender"), whose address is 5501 W. 79th Street, Burbank, IL 60459.**

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated December 2, 1999 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

**Recorded December 15, 1999 in the Cook County Recorders Office as Document Number 09166252**

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

**LOT 26 (EXCEPT NORTH 25 FEET) IN BLOCK 4 IN THOMAS LYMAN'S SUBDIVISION OF BLOCKS 1, 2, 3, 4, 5 AND 6 IN THE COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

The Real Property or its address is commonly known as **2160 West Eastwood Avenue, Chicago, IL 60625.** The Real Property tax identification number is 14-18-112-016.

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

**The credit limit of the Home Equity Credit Agreement, Note and Disclosure secured by the aforesaid mortgage has been increased the date of this Modification of Mortgage from \$26,525.00 to \$50,000.00. 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 \$100,000.00.**

**The index currently is 9.50% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate of 2.50 percentage points above the index.**

**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

**BOX 333-CTI**

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09-21-2000  
Loan No 8409412

## MODIFICATION OF MORTGAGE (Continued)

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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.

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

GRANTOR:

X *James J. O'Toole*  
James J. O'Toole

LENDER:

COLE TAYLOR BANK

By: *Marlene Borges*  
Authorized Officer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )



On this day before me, the undersigned Notary Public, personally appeared James J. O'Toole, 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 21st day of Sept., 20 00.  
By *Marlene M. Borges* Residing at 1965 n. Milwaukee  
Notary Public in and for the State of Illinois Chicago IL 60647  
My commission expires 1-13-04

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**LENDER ACKNOWLEDGMENT**

STATE OF Illinois )  
 ) ss

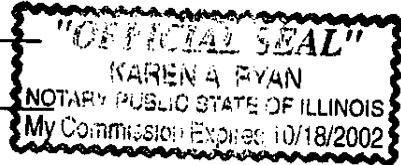
COUNTY OF COOK )

On this 21st day of Sept., 20 00, before me, the undersigned Notary Public, personally appeared MARLENE BORGES and known to me to be the Retail Banker, 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 Karen A Ryan Residing at 1965 N. Milwaukee

Notary Public in and for the State of Illinois

My commission expires 10-18-2002



*Notary Public of Cook County Clerk's Office*