

UNOFFICIAL COPY 0010086977

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2001-02-01 10:49:18
Cook County Recorder 25.50

RECORDATION REQUESTED BY:

Midwest Bank of McHenry County
2045 E. Algonquin Rd.
Algonquin, IL 60102

WHEN RECORDED MAIL TO:

Midwest Bank of McHenry County
2045 E. Algonquin Rd.
Algonquin, IL 60102

SEND TAX NOTICES TO:

Joseph w. Baran
5421 N. East River Rd.
Chicago, IL 60656



0010086977

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Midwest Bank of McHenry County
2045 E. Algonquin Road
Algonquin, Il. 60102

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 12, 2000, BETWEEN Joseph w. Baran (referred to below as "Grantor"), whose address is 5421 N. East River Rd., Chicago, IL 60656; and Midwest Bank of McHenry County (referred to below as "Lender"), whose address is 2045 E. Algonquin Rd., Algonquin, IL 60102.

MORTGAGE. Grantor and Lender have entered into a mortgage dated March 23, 2000 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

a Mortgage and an Assignment of Rents recorded on March 20, 2000 as Document Numbers 00224041 and 00224042, in Cook County, Illinois.

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

Lots 9 and 10 in Block 10 in Clybourn Avenue addition to Lakeview and Chicago in the West 1/2 of the Northwest 1/4 of Section 30, 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 2323 West Nelson Street, Chicago, IL 60618. The Real Property tax identification number is 14-30-113-009, 14-30-113-008.

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

Principal Increase from \$150,000.00 to \$280,000.00..

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.

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P.S.
MVA

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

GRANTOR:

X Joseph w. Baran
Joseph w. Baran

LENDER:

Midwest Bank of McHenry County

By: [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF McHenry

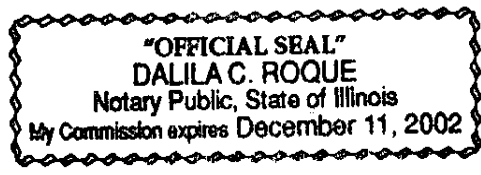
On this day before me, the undersigned Notary Public, personally appeared **Joseph w. Baran**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 12 day of October, 2000.

By [Signature] Residing at Algonquin

Notary Public in and for the State of Illinois

My commission expires McHenry 12/11/02



10-12-2000
Loan No 5506263

MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) ss

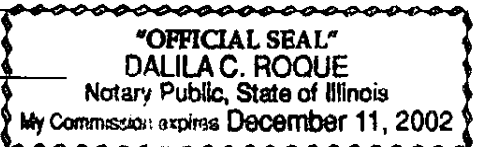
COUNTY OF McHenry)

On this 12 day of October, 20 00, before me, the undersigned Notary Public, personally appeared Kevin Myers and known to me to be the Vice President, 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 Dalila Roque Residing at Algonquin

Notary Public in and for the State of Illinois

My commission expires 12/11/02



COOK County Clerk's Office