Cook County Recorder

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0010367273

WHEN RECORDED MAIL TO: Amalgamated Bank of Chicago One West Monroe

Chicago, IL 60603

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

AMALGAMATED BANK OF CHICAGO One West Monroe Chicago, IL 60603

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 16, 2001, is made and executed between ALBERT MASSEY and LISA MASSEY, HIS WIFE (referred to below as "Granter") and Amalgamated Bank of Chicago, whose address is One West Monroe, Chicago, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 18, 1998 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED JULY 16, 1998 AS DOCUMENT NUMBER 98617321 IN COOK COUNTY, ILLINOIS.

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

LOT 83 IN COUNTRY CLUB MANOR, BEING A SUBDIVISION IN SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1848 N. 78TH COURT, ELMWOOD, IL 60707. The Real Property tax identification number is 12-36-330-019.

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

INCREASE LINE AMOUNT TO \$80,000.00 AND EXTEND THE MATURITY DATE TO APRIL 06,2006 AND INCREASE THE RATE TO EQUAL THE PUBLISHED WALL STREET JOURNAL PRIME FLOATING.

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

UNDEFICIAL COPY MODIFICATION OF MORTGAGE

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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 APRIL 16, 2001. THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:
X
X Aga Massey, Individually (Seal)
LENDER:
X Am I. (Seal) Authorized Signer
TSO

Loan No: 003538147

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MODIFICATION OF MORTGAGE

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Loan No: 003538147 INDIVIDUAL ACKNOWLEDGMENT) SS On this day before me, the undersigned Notary Public, personally appeared ALBERT MASSEY and LISA MASSEY, 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 Residing at COOK COUNTY Notary Public in and for the State of ___ OFFICIAL SEAL My commission expires _ JOSEPH L. HOUDER NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6-9-1009 LENDER ACKNOWLEDGMENT) SS On this ______ day of ______ APRIC Public, personally appeared ______ AND T. NACTZEY 200/ before me, the undersigned Notary ____ and known to me to be the MESIDENT, 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. Residing at COOK COUNTY My commission expires _ OFFICIAL SEAL JOSEPH L. HOUDEK

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6-9-2002

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Loan No: 003538147

Property or Cook County Clerk's Office