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2067/0046 07 001 Page 1 of 4
2001-05-09 10:17:19
Cook County Recorder 27.00

RECORDATION REQUESTED BY:

Oxford Bank & Trust
Lake Street Branch
1100 W. Lake Street
Addison, IL 60101



WHEN RECORDED MAIL TO:

Oxford Bank & Trust
Lake Street Branch
1100 W. Lake Street
Addison, IL 60101

SEND TAX NOTICES TO:

OXFORD BANK & TRUST AS
TRUSTEE UNDER TRUST
AGREEMENT DATED 4-5-99
AND KNOWN AS TRUST #709
1100 W. LAKE ST.
ADDISON, IL 60101

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FRANK H. LAKOFKA, SR. VICE PRESIDENT
1100 W. LAKE ST.
ADDISON, IL 60101

ORIGINAL

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 25, 2001, is made and executed between OXFORD BANK & TRUST, not personally but as Trustee on behalf of OXFORD BANK & TRUST AS TRUSTEE UNDER TRUST AGREEMENT DATED 4-5-99 AND KNOWN AS TRUST #709, whose address is 1100 W. LAKE ST., ADDISON, IL 60101 (referred to below as "Grantor") and Oxford Bank & Trust, whose address is 1100 W. Lake Street, Addison, IL 60101 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 9, 1999 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED APRIL 13, 1999 AS DOCUMENT NO. 99353516.

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

LOT 4 IN THOMAS GOODE'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF BLOCK 43 OF SHEFFIELD'S ADDITION TO CHICAGO IN THE EAST 1/2 OF SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1239 W. ALTGELD, CHICAGO, IL 60614. The Real Property tax identification number is 14-29-322-004.

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

THE PRINCIPAL AMOUNT OF THE PROMISSORY NOTE AND MORTGAGE IS HEREBY INCREASED BY \$100,000.00 TO \$1,706,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

BOX 333-CTT

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 7539948-14

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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 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 25, 2001.

GRANTOR:

**OXFORD BANK & TRUST AS TRUSTEE UNDER TRUST AGREEMENT
DATED 4-5-99 AND KNOWN AS TRUST #709**

**OXFORD BANK & TRUST, Trustee of OXFORD BANK & TRUST AS
TRUSTEE UNDER TRUST AGREEMENT DATED 4-5-99 AND KNOWN AS
TRUST #709**

By: Irene S. Nowicki
**IRENE S. NOWICKI, Vice President of OXFORD BANK &
TRUST**

LENDER:

J. H. W. Lapey SUP
Authorized Signer

This instrument is executed by OXFORD BANK & TRUST not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by OXFORD BANK & TRUST are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against OXFORD BANK & TRUST by reason of any of the covenants, statements, representations or warranties contained in this instrument.

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 7539948-14

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TRUST ACKNOWLEDGMENT

STATE OF IL

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COUNTY OF DuPage

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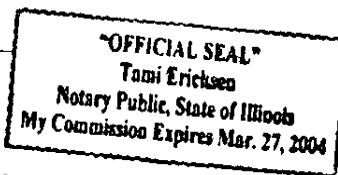
On this 27 day of April, 2001 before me, the undersigned Notary Public, personally appeared IRENE S. NOWICKI, Vice President

, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Tami Erickson Residing at _____

Notary Public in and for the State of _____

My commission expires _____



Notary of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 7539948-14

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LENDER ACKNOWLEDGMENT

STATE OF IL)
)
COUNTY OF DuPage) SS
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On this 25th day of April, 2001 before me, the undersigned Notary Public, personally appeared Frank Lakofka and known to me to be the SVP, 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 Tami Erickson Residing at _____

Notary Public in and for the State of _____

My commission expires _____



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