

RECORDATION REQUESTED BY:

Cole Taylor Bank
Skokie/Retail Banking
4400 Oakton Avenue
Skokie, IL 60076



WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

David R. Kennedy
7656 Karlov Avenue
Skokie, IL 60076

FOR RECORDER'S USE ONLY

*H/D 10/3/26
CTC*

This Modification of Mortgage prepared by:

Cole Taylor Bank
P. O. Box 88452 - Dept. A
Chicago, IL 60690

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 16, 2001, is made and executed between David R. Kennedy, married to Ruth Reyna (referred to below as "Grantor") and Cole Taylor Bank, whose address is 4400 Oakton Avenue, Skokie, IL 60076 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 20, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded September 1, 1999 in the Cook County Recorders Office as Document Number 99836211.

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

LOT 51 (EXCEPT THE SOUTH 2 FEET THEREOF) IN STEENS SUBDIVISION OF THE NORTH 12 ACRES OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THE NORTH 150 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 7656 Karlov Avenue, Skokie, IL 60076. The Real Property tax identification number is 10-27-230-041.

MODIFICATION. Lender and Grantor 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 \$10,000.00 to \$49,838.00. 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 \$96,676.00.

The index currently is 8.00% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate .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 and are legally valid, binding, and enforceable in accordance with their

BOX 333-CTI

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Authorized Signer

David B. Kennedy

LENDER:

David R. Kennedy, Individually

David R. Kennedy

GRANTOR:

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.

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 the 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.

Loan No: 8396019

MODIFICATION OF MORTGAGE

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MODIFICATION OF MORTGAGE

Loan No: 8396019

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

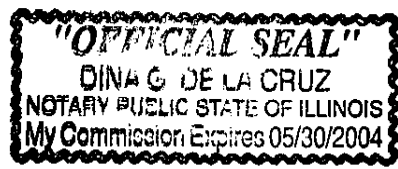
On this day before me, the undersigned Notary Public, personally appeared **David R. Kennedy**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 16th day of April, 2001

By Dina G de la Cruz Residing at Alhambra, IL

Notary Public in and for the State of Illinois

My commission expires 5.30.2004



LENDER ACKNOWLEDGMENT

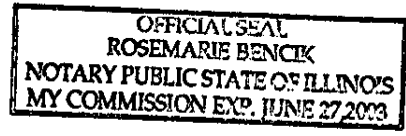
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 16th day of April, 2001 before me, the undersigned Notary Public, personally appeared Edie B Crowley and known to me to be the Officer, 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 Rosemarie Bencik Residing at 5501 W. 79th St

Notary Public in and for the State of Illinois

My commission expires June 27, 2003



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