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2001-06-22 11:58:48
Cook County Recorder 25.00



RECORDATION REQUESTED BY:

HARRIS BANK
GLENCOE-NORTHBROOK, N.A.
333 PARK AVENUE
GLENCOE, IL 60022

WHEN RECORDED MAIL TO:

SEND TAX NOTICES TO:

Alexander Lyubelsky and Antonietta
Lyubelsky
627 N. Grove Ave
Oak Park, IL 60322

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Harris Bank/BLST/George Martinez
311 W. Monroe Street, 14th Floor
Chicago, IL 60606



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MAY 16, 2001, BETWEEN Alexander Lyubelsky and Antonietta Lyubelsky, his Wife, (referred to below as "Grantor"), whose address is 627 N. Grove Ave, Oak Park, IL 60302; and HARRIS BANK GLENCOE-NORTHBROOK, N.A. (referred to below as "Lender"), whose address is 333 PARK AVENUE, GLENCOE, IL 60022.

MORTGAGE. Grantor and Lender have entered into a mortgage dated December 3, 1998 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded January 19, 1999 in the office of the Recorder of Cook County as Document #99051582

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

LOT 44 IN JOHN N. YOUNG'S GRAND AVENUE ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 30, 1891 AS DOCUMENT 1441337, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6222-24 N. Wayne Avenue, Chicago, IL 60660. The Real Property tax identification number is 14-05-112-024-0000.

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

This Modification of Mortgage reflects the following: (1) An increase in the principal amount of the above referenced mortgage from \$296,000.00 to \$348,750.00; (2) 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 the amount of \$697,500.00. All other terms and conditions remain the same.

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 endorser 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

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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 *Alexander Lyubelsky*
Alexander Lyubelsky

X *Antonietta Lyubelsky*
Antonietta Lyubelsky

LENDER:

HARRIS BANK GLENCOE-NORTHBROOK, N.A

By: *[Signature]*
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

) ss

COUNTY OF Cook)

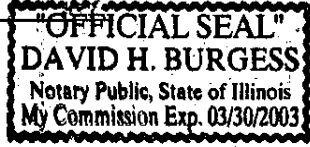
On this day before me, the undersigned Notary Public, personally appeared Alexander Lyubelsky and Antonietta Lyubelsky, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

By *David H. Burgess* Residing at *Winnetka, IL*

Notary Public in and for the State of Illinois

My commission expires 3/30/03



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BOX 303-000

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Lake) ss

On this 9th day of MAY, 20 01, before me, the undersigned Notary Public, personally appeared LINDA L. SCHMIDT and known to me to be the Commercial Loan 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 Christina M. Diamantopoulos Residing at Worthrop Harbor

Notary Public in and for the State of Illinois

My commission expires 06/02/02



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