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Cook County Recorder

27.50

OAK BROOK BANK OAK BROOK OFFICE 1400 Sixteenth Street 0010693614 Oak Brook, IL 60523

WHEN RECORDED MAIL TO: OAK BROOK BANK OAK BROOK OFFICE 1400 Sixteenth Street Oak Brook, IL 6052

**RECORDATION REQUESTED BY:** 

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

OAK BROOK BANK 1400 Sixteenth Street Oak Brook, IL 60523

FIRST AMERICAN LENDERS ADVANTAGE ORDER # 60589

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 14, 2001, is made and executed between REED L. MORTON and MARTHA ELLEN WYNNE; HIS WIFE, IN JOINT TENANCY (referred to below as "Grantor") and OAK BROOK BANK, whose address is 1400 Sixteenth Street, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 25, 1998 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE RECORDED AUGUST 4, 1998 AS DOCUMENT NUMBER 95683590.

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

LOT 16 IN BLOCK 7 IN WINNETKA PARK BLUFF'S, BEING A SUBDIVISION BY WILLIAM H. CAIRNDUFF OF PART OF SECTION 16, 17, AND 20 TOWNSHIP 42 NORTH, RANGE 13 FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 765 FOXDALE AVENUE, WINNETKA, 1L 60093. The Real Property tax identification number is 05-17-406-009 VOLUME NUMBER: 99.

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

THE PRINCIPAL AMOUNT OF THE LOAN SECURED BY THE MORTGAGE IS INCREASED FROM \$25,000 TO \$51,000; THE INTEREST RATE IS DECREASED FROM PRIME PLUS .50% TO PRIME MINUS .55%; AND THE MATURITY DATE IS EXTENDED FROM JULY 25, 2003 TO JULY 14, 2011.

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,

### UNOFFICIAL CO MODIFICATION OF MORTGAGE

### (Continued)

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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 JULY 14, 2001.

Office

**GRANTOR:** 

MORTON, Individually

MARTHA ELLEN WYNNE, Individually

LENDER:

Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT
STATE OF
On this day before me, the undersigned Notary Public, personally appeared REED L. MORTON and MARTHA ELLEN WYNNE, 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
diven under my hand and owicial sear tims, 20, 20, 20
By Sarah Allman Residing at OakBrook  Notary Public in and for the State of Illinois
My commission expires <u>DCtOblic 9</u> 12002
LENDER ACKNOWLEDGMENT
STATE OF
On this day of day of before me, the undersigned Notary Public, personally appeared and known to me to re the
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 Sarah Wahman Residing at Oak Brook
Notary Public in and for the State of Allinos
My commission expires October 9, 2002

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October County Clerk's Office