UNOFFICIAL COR 0699763

2001-08-02 11:45:24

Cook County Recorder

27.50

RECORDATION REQUESTED BY:

Cole Taylor Bank Cicero/Retail Banking 7601 S. Cicero Avenue Chicago, IL 60652



WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Donald S. Klein 7540 Windmill

Frankfort, IL 60423

FOR RECORDER'S USE ONLY

4199308

This Modification of Mortgage prepared by:

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



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 17, 2001, is made and executed between Donald S. Klein, a married man (referred to below as "Grantor") and Cole (29) or Bank, whose address is 7601 S. Cicero Avenue, Chicago, IL 60652 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 17, 1996 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded May 29, 1996 in the Cook County Recorder's Office as Document Number 96-403906 and Assignment of All Rents dated May 17, 1996 and recorded May 29, 1996 in the Cook County Recorder's Office as Document Number 96-403908.

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

LOT 21 IN BLOCK 7 IN FREDERICK H. BARTLETT'S GREATER 79TH STREET SUBJIVISION BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 29, ALSO THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5524 W. 79th Street, Burbank, IL 60459. The Real Property tax identification number is 19-28-327-030.

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

THE OUTSTANDING PRINCIPAL BALANCE OF THE PROMISSORY NOTE SECURED BY THE AFORESAID MORTGAGE HAS BEEN INCREASED THE DATE OF THIS MODIFICATION OF MORTGAGE FROM \$96,465.08 TO \$138,750.00. 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 \$277,500.

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MODIFICATION OF MORTGAGE (Confinued)

Loan No: 0001

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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 modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Modification shall constitute a satisfaction of Lender to retain as liable all parties to the Modification, the Barties, unless a party is expressly released by the 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 persons signing person consents to the changes and provisions of this Modification or otherwise will 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 not be released by it.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MODIFICATION OF MATER MAY AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY

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subsequent actions.

I ENDED.

LENDER:

VZ 35X

Authorized Signer

Donald S. Klein, Individually

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MODIFICATION OF MORTGAGE

(Continued) Loan No: 0001 Page 3 INDIVIDUAL ACKNOWLEDGMENT) SS COUNTY OF MONL On this day before the the undersigned Notary Public, personally appeared Donald S. Klein, to me known to be the individual describes 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 Residing at "OFFICIAL SEAL" Notary Public in and for the State of MICHAELINE A. MANOS Notary Public, State of Illinois My commission expires ____ My Commission Expires 6/5/2004 LENDER ACKNOWLEDGMENT STATE OF TUINOSS) SS COUNTY OF CATAL , 2001 before me, the undersigned Notary On this ______ day of _____ ULY Public, personally appeared ______ DONNAL DAHLKE and known to me to be the VICE PRESIDENT, 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.

> "OFFICIAL SEAL" MICHAELINE A. MANOS Natery Public, State of Illinois My Commission Expires 6/5/2004

Residing at _

Bν

Notary Public in and for the State of _____

My commission expires

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(Continued) MODIFICATION OF MORTGAGE

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Clerk's Office

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