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2001-08-17 14:11:44

Cook County Recorder

25.00

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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:

John N. Spano
Patricia I. Spano
18124 Rita Road #C
Tinley Park, IL 60477

FOR RECORDER'S USE ONLY

H21027227 *me*

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 July 31, 2001, is made and executed between John N. Spano and Patricia I. Spano, husband and wife, as joint tenants (referred to below as "Grantor") and Cole Taylor 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 August 21, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on September 14, 1998 in the Office of the Cook county Recorder as Document Number 98817641.

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

UNIT NUMBERS I-3C-1 AND GARAGE UNIT I-3C-2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN HAMILTON HILLS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 92356786 AS AMENDED FROM TIME TO TIME, IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 18124 Rita Road #C, Tinley Park, IL 60477. The Real Property tax identification number is 28-31-401-076-1107.

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

The principal balance of the "Home Equity Credit Agreement, Note and Disclosure" secured by the aforesaid Mortgage and now known as "Promissory Note", has been decreased the date of this Modification of Mortgage from \$30,900.00 to \$30,100.00. 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 \$60,200.00. The interest rate to be applied to the outstanding balance from time to time shall be set at a rate of 8.25% per annum.

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BOX 333-CTI

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Property of Cook County Clerk's Office

GRANTOR:

X John N. Spano, Individually

X Patricia I. Spano, Individually

LENDER:

X Caro D. Courney
Authorized Signer

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 31, 2001.

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, 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.

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 29824

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **John N. Spano** and **Patricia I. Spano**, 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 31 day of July, 2001

By Nancy L. Mica Residing at 7601 S. Cicero

Notary Public in and for the State of Illinois

My commission expires Sept. 13 2004



LENDER ACKNOWLEDGMENT

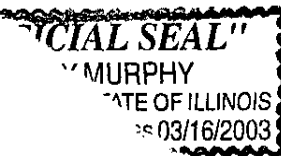
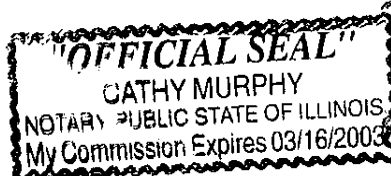
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 31 day of July, 2001 before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 [Signature] Residing at _____

Notary Public in and for the State of _____

My commission expires _____



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Loan No: 29824

MODIFICATION OF MORTGAGE
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