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2001-10-02 13:21:09

Cook County Recorder

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RECORDATION REQUESTED BY:

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

0010915119

WHEN RECORDED MAIL TO:

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

FOR RECORDER'S USE ONLY

The Modification of Mortgage prepared by:

OAK BROOK BANK 1400 Sixteenth Street Oak Brook, IL 60523 FIRST AMERICAN
LENDERS ADVANTAGE
ORDER #CAR 64041

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 24, 2001, is made and executed between STUART GERALD MILLER and JUDITH LOIS MILLER; 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 August 24, 1996 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE RECORDED SEPTEMBER 24, 1996 AS DOCUMENT NUMBER 96730055.

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

LOT 52 IN BLOCK 208 IN THE HIGHLANDS WEST AT HOFFMAN ESTATES XXIIL SEING A SUBDIVISION OF PART OF THE EAST HALF OF FRACTIONAL SECTION 5 AND PART OF THE NCRTHEAST QUARTER OF SECTION 8 AND PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF HOFFMAN ESTATES, SCHAUMBURG TOWNSHIP, COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MAY 24, 1966 AS DOCUMENT NUMBER 2272742.

The Real Property or its address is commonly known as 1975 OAKDALE ROAD, HOFFMAN ESTATES, IL 60195. The Real Property tax identification number is 07-08-209-040 VOLUME NUMBER: 187.

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

THE MATURITY DATE OF THE MORTGAGE IS EXTENDED FROM AUGUST 24, 2001 TO AUGUST 24, 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

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(Continued)

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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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED **AUGUST 24, 2001.**

County Clark's Office

GRANTOR:

GERALD MILLER, Individually

- LENDER:

OFFICIAL MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT
STATE OF WINDS) COUNTY OF WILL)
On this day before me, the undersigned Notary Public, personally appeared STUART GERALD MILLER and JUDITH LOIS MILLER, 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.
By Molary Public in and for the State of
My commission expires "OFFICIAL SEAL" DRAGANA DJINOVICH Notary Public, State of Illinols My Commission Expires 07/10/05 LENDER ACKNOWLED MENT
STATE OF
On this
Notary Public in and for the State of S
My commission expires $arganize{2}{2}$ $arganize{2}{2}$ $arganize{2}{2}$ $arganize{2}{2}$ $arganize{2}{2}$ $arganize{2}{2}$ $arganize{2}{2}$ $arganize{2}$

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Property of County Clerk's Office