JOFFICIAL COP 1214007 50/0263 07 001 Page 1 of

2001-12-20 15:08:49

Cook County Recorder

27,00

RECORDATION REQUESTED BY:

Harris Trust and Savings Bank 111 W. Monroe Street P.O. Box 755 Chicago, IL 60690-0755 399003820

WHEN RECORDED MAIL TO:

Harris Banks 150 W. Wilson Street Palatine, IL 60067

IXUM, JOHN MAYNARD

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FOR RECORDER'S USE ONLY

JOHN W. MULHOLLAND PRIVATE BANK - 11/2E

19428890

This Modification of Mortgage prepared by:

J. STUDZINSKI 150 W. Wilson Street Palatine, IL 60067



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#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 23, 2001, BETWEEN COLE TAYLOR BANK AS SUCCESSOR TRUSTEE TO HARRIS TRUST AND SAVINGS FANK (referred to below as "Grantor"), whose address is 111 W. WASHINGTON STREET SUITE 650, CHICAGO, IL. 60602; and Harris Trust and Savings Bank (referred to below as "Lender"), whose address is 111 W. Monroe Street, P.O. Box 755, Chicago, IL 60690-0755.

MORTGAGE. Grantor and Lender have entered into a mortgage dated October 1, 1986 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED OCTOBER 29, 1986 AS DOCUMENT NUMBER 86506927

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

ALL OF LOT 3 (EXCEPT THE NORTHWESTERLY 50 FEET) IN THE SUBDIVISION OF BLOCK 83 IN LAKEVIEW; A SUBDIVISION OF THE SW FRACTIONAL 1/4 OF SECTION 16 AND THE SE 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 656 SHERIDAN ROAD, WINNETKA, IL 60093. The Real Property tax identification number is 05-16-105-005-0000, 05-16-105-006-0000.

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

THE HOME EQUITY CREDIT LINE AGREEMENT AND DISCLOSURE AS STATED ABOVE, WITH A CREDIT LIMIT OF \$250,000.00 IS HEREBY MODIFIED AND INCREASED TO A NEW CREDIT LIMIT OF \$300,000.00 SUBJECT TO AN INDEX RATE OF WALL STREET JOURNAL PRIME RATE LESS 1/2%. THE FINAL MATURITY DATE IS OCTOBER 1, 2021. 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 \$375,000.00.

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 not retain as liable all parties to the Mortgage and all parties makers and all parties makers and all parties and produced to the local produced to the local parties and parties are parties and parties are parties are parties and parties are parties are parties are parties are parties are parties are part Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is

(Continued)

Any maker or endorser, including accommodation makers, shall not be If any person who signed the original Mortgage does not sign this wasknowledge that this Modification is given conditionally, based on the expressly released by Lender in writing, released by virtue of this Modification.

COBDODATE ACKNOW! ED MAENT
By: Authorized Officer JOHIN W. MULHOLLAND VICE PRESIDENT
Harris Trust and Savings Bank
CENDER:
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AUTHORIZED OFFICEP, TRUST DEPARTMENT
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AUTHORIZED, PREST DEPARTMENT
BY:
COLE TAYLOR BANK AS SUCCESSOR TRUSTEE TO HARRIS TRUST AND SAVINGS BANK
:ЯОТИАЯЭ
EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.
Modification, then all persons signing below acknowledge that this Modification is given conditionally based on the certaining 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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that they are authorized to execute this Modification and in fact executed the Modification on behalf of the Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and DEPARTMENT of COLE TAYLOR BANK AS SUCCESSOR TRUSTEE TO HARRIS TRUST AND SAVINGS BANK, appeared AUTHORIZED OFFICER and AUTHORIZED OFFICER, TRUST DEPARTMENT and TRUST

5.41157 Residing at 1(1 he WHSAINETIN corporation.

My Commission Expires 02/19/2002 RIONILLI TO STATE OLIBURY YRATON HTIMS IRREHS OFFICIAL SEA

My commission expires

Notary Public in and for the State of

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Page 3

## LENDER ACKNOWLEDGMENT

STATE OF	Illinois	)		
		) ss		
COUNTY OF_	Cook	)		
instrument to board of direct authorized to contact to	John W. Mulholland gent for the Lender that be the free and voluntary a tors or otherwise, for the u	and known to me executed the within and for act and deed of the said Lenduses and purposes therein ment and that the seal affixed is	the undersigned Notary Public, per to be the <u>Vice President</u> regoing instrument and acknowledge der, duly authorized by the Lender through the corporate seal of said Lender.  at <u>DuPage County</u>	ed said
Notary Public	in and for the State of _ on expires9-28		"OFFICIAL SEAL" Virginia C. Grudzien Notary Public, State of Illinois My Commission Exp. 09/28/2005	
LASER PRO, Re [IL-G201 33313	eg. U.S. Pat. & T.M. Off., V	er. 3.29 (C) Concentrex 2001	All rights reserved.	

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### WAIVER OF HOMESTEAD RIGHTS

Each of the undersigned owns all or a portion of the beneficial interest in that certain land trust established with COLE TAYLOR BANK AS SUCCESSOR TRUSTEE TO HARRIS TRUST AND SAVINGS BANK as Trustee pursuant to a Trust Agreement dated MARCH 20, 1980 and known as Trust No. 40296 (the Land Trust") or is the spouse of such an owner. For good and valuable consideration, the receipt of which is hereby acknowledged, including the making of a mortgage loan by HARRIS TRUST AND SAVINGS BANK encumbering real property (the "Property") owned by the Land Trust, each of the undersigned hereby waive any and all rights of homestead, whether presently existing or existing in the future in the Property and beneficial interest in the Land Trust, including but not limited to the rights of homestead created in 735 ILCS 5/12, Part 9 and the rights of homestead created by Section 522 of the United States Bankruptcy Code.

Date: 01+ 31, L001

Date:

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