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2000-03-01 11:39:46

Cook County Recorder

27.50

RECORDATION REQUESTED BY:

The PrivateBank and Trust Company Ten North Dearborn Street, Suite 900 Chicago, IL 60602-4202



WHEN RECORDED MAIL TO:

The **PrivateBank** and Trust Company Ten North Dearborn Street, Suite 900 Chicago, IL 60602-4202



SEND TAX NOTICES TO:

Lowell Kraff and Caryn Kraff 210 East Walton Unit C Chicago, IL 606 11

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Trecia Smith Ten North Dearborn Chicago, IL 60602



U

00-23569 PRAIRIE TITLE **6821 W. NORTH AVE. OAK PARK, IL 60302** 

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 3, 2000, BETWEEN Lowell Kraff and Caryn Kraff, Husband and Wife, (referred to below as "Grantor"), whose address is 210 East Walton Unit C, Chicago, IL 60611; and The PrivateBank and Trust Company (referred to below as "Lender"), whose address is Ten North Dearborn Street, Suite 900, Chicago, IL 60602-4202.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 13, 1997 (no "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded in Cook County as document number 97-481751

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

## SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

The Real Property or its address is commonly known as 210 East Walton Unit C, Chicago, IL 60611. The Real Property tax identification number is 17-03-208-024-1003.

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

Purpose of loan is to increase existing line to \$1,100,000.00.

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 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

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(Continued)

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representation to L'ender 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:
x hould Wall
Lowell Kraff  X
Caryn Kraff
LENDER:
The PrivateBank and Trust Company
By: Jouann Such
Authorized Officer
45
INDIVIDUAL ACKNOWLEDGMENT
STATE OF ILLINOIS
COUNTY OF COOK )
COUNTY OF COOK
On this day before me, the undersigned Notary Public, personally appeared Lowell Kreff, and Caryn Kraff, 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 15th day of +e bruar, 20 00.
By therewas belief Residing at 10 N. Dealburn St.
Notary Public in and for the State of #76 (NOIS . "OFFI
My commission expires 7/21/200/  My commission expires 7/21/200/  MY COMMISSION EXPIRES 7/21/20
Arines 7/21/20

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## LENDER ACKNOWLEDGMENT

STATE OF	)
	) ss
COUNTY OF	)
authorized agent for the Lender that executed the wi instrument to be the free and voluntary act and deed of the board of directors or otherwise, for the uses and purpose authorized to execute this said instrument and that the se	ithin and foregoing instrument and acknowledged said he said Lender, duly authorized by the Lender through its is therein mentioned, and on oath stated that he or she is teal affixed is the corporate seal of said Lender.
By	Residing at
Notary Public in and for the Sigte of	
ASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 7.27 (c) 2000 L-G201 KRAFFL.LN L18.OVLJ	Olhy Clark

## UNOFFICIAL COPY

## COMMITMENT

00150954

SCHEDULE A - Page 2

#### PARCEL 1:

UNIT C IN THE 210 EAST WALTON CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

A PARCEL OF LAND COMPRISED OF PARTS OF LOTS 35 AND 36 TOGETHER WITH A PART OF THE EAST 33 FEET OF LOT 34, ALL IN FITSIMMON'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 8 IN THE CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON APRIL 7, 1994 AS DOCUMENT 94311(0), TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY, IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS AND ACCESS TO AND OVER THE DRIVEWAY LOCATED ON THE PROPERTY WEST OF AND ADJOINING THE LAND, AS CREATED AND SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED ON APRIL 7, 1994 AS DOCUMENT 94311800

### PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 FCR STRUCTURAL SUPPORT, ACCESS TO AND MAINTENANCE AND USE OF COMMON FACILITIES ENCROACHMENTS, USE OF THE GARDEN AREA AND COMMON WALLS, FLOORS AND CEILINGS LOCATLY ON THE PROPERTY NORTH OF AND ADJOINING THE LAND, AS CREATED AND SET FORTH IN THE DECLARATION OF COVENANTS CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED ON APRIL 7, 1994 AS DOCUMENT 94311800

#### PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR CONSTRUCTION AND MAINTENANCE OF A DOORWAY TO PROVIDE ACCESS TO AND FROM THE GARAGE FACILITY I CATED ON THE PROPERTY NORTH OF AND ADJOINING THE LAND, AS CREATED AND SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ACCORDED ON APRIL 7, 1994 AS DOCUMENT 94311800

Commitment No. 00-23569

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.