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Cook County Recorder 25.50



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RECORDATION REQUESTED BY:  
FIRST MIDWEST BANK, NATIONAL  
ASSOCIATION  
300 PARK BOULEVARD, SUITE 400  
ITASCA, IL 60143

WHEN RECORDED MAIL TO:  
First Midwest Bank, N.A.  
P.O. Box 6480  
Vernon Hills, IL 60061

FOR RECORDER'S USE ONLY

791792-00144  
AIR TOURS, INC.

This Modification of Mortgage prepared by: FIRST MIDWEST BANK, N.A.  
945 LAKEVIEW PARKWAY, SUITE 170  
VERNON HILLS, ILLINOIS 60061

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 25, 2000, BETWEEN AMTHIBEN T. PATEL and TALASHIBHAI V. PATEL, HUSBAND AND WIFE (J) (referred to below as "Grantor"), whose address is 5201 WEST FARWELL, SKOKIE, IL 60077; and FIRST MIDWEST BANK, NATIONAL ASSOCIATION (referred to below as "Lender"), whose address is 300 PARK BOULEVARD, SUITE 400, ITASCA, IL 60143.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated March 21, 1994 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED MARCH 30, 1994 AS DOCUMENT NO. 94284790

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

LOT 1 IN FIRST ADDITION TO ERNEST H. KLODE'S TOWERS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 5201 WEST FARWELL, SKOKIE, IL 60077. The Real Property tax identification number is 10-33-107-017.

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

TO DELETE THE DEFINITION OF "NOTE" THEREIN ITS ENTIRETY AND PLACE IN LIEU THEREOF THE FOLLOWING: "NOTE. THE WORD "NOTE" MEANS THE PROMISSORY NOTE OR CREDIT AGREEMENT DATED FEBRUARY 25, 2000 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$300,000.00 FROM BORROWER TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT. THE INTEREST RATE ON THE NOTE IS A VARIABLE RATE BASED UPON AN INDEX. NOTICE: UNDER NO CIRCUMSTANCES SHALL THE INTEREST RATE ON THIS MORTGAGE BE MORE THAN THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

TO EDIT THE DEFINITION OF "INDEBTEDNESS" BY ADDING THE FOLLOWING: "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 \$300,000.00."

**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 endorser 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.

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

GRANTOR:

(X) AT Patel  
AMTHIBEN T. PATEL

(X) Talashibhai Patel  
TALASHIBHAI V. PATEL

LENDER:

FIRST MIDWEST BANK, NATIONAL ASSOCIATION

By: [Signature]  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared AMTHIBEN T. PATEL and TALASHIBHAI V. PATEL, 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 7<sup>th</sup> day of March, 2000.

By Darlene Hoelscher Residing at 17500 S. Oak Park  
Tinley Park, IL  
Notary Public in and for the State of Illinois

My commission expires 6-6-00



LENDER ACKNOWLEDGMENT

00191191

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )



On this 7th day of March, 2000, before me, the undersigned Notary Public, personally appeared Ramesh Ajwani and known to me to be the Senior 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.

By Darlene Hoelscher Residing at 17500 S. Oak Park Ave.  
Tinley Park, IL  
Notary Public in and for the State of Illinois  
My commission expires 6-6-00

PROPERTY OF COOK County Clerk's Office