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2002-01-09 10:12:45
Cook County Recorder 31.50



0020035508

RECORDATION REQUESTED BY
COLE TAYLOR BANK
5501 WEST 79TH STREET, 2ND FL
BURBANK, IL 60459

WHEN RECORDED MAIL TO:
COLE TAYLOR BANK
LOAN SERVICES
P.O. BOX 88452, DEPT A
CHICAGO, IL 60609-8452

290031105

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT is made as of this 1st day of November, 2001 by and between Jeffrey W. Roth, Individually and Jeffrey W. Roth Revocable Trust, as borrowers (collectively, "Borrower"), and Cole Taylor Bank, as lender ("Lender").

A. Borrower and Lender have executed that certain Fixed/Adjustable Rate Note, dated January 12, 1998 (the "Note"), whereby Lender agreed to provide certain credit to Borrower and Borrower agreed to receipt of such credit, each on the terms therein described.

B. Borrower's obligations under the Note are secured by, among other things, that certain Mortgage executed by Borrower, of even date with the Note, and recorded with the Cook County Recorder's Office on January 15, 1998 as Document Number 92641936, whereby Borrower granted to Lender a mortgage in the real property commonly known as 8735 Crystal Creek Drive, Unit 16, Orland Park, Illinois 60462 and legally described on Exhibit "A" attached hereto and made a part hereof (the "Mortgage").

C. Borrower and Lender have agreed to modify the Note, the Mortgage and any and all other loan documents securing Borrower's obligations under the Note (such loan documents are collectively referred to as the "Loan Documents").

NOW, THEREFORE, for and in consideration of the foregoing, and for valuable consideration, the receipt whereof is hereby acknowledged, Borrower and Lender do hereby agree as follows:

1. The foregoing preambles are hereby incorporated as if fully set forth herein.
2. The annual interest rate set forth in the Note is hereby changed from 7.00% to 6.625% effective November 1, 2001.
3. Borrower hereby ratifies and confirms Borrower's obligations and liabilities under the Note, the Mortgage and the other Loan Documents, as hereby amended, and the liens and security interest created thereby. Borrower acknowledges that Borrower has no defenses, claims or set-offs against the enforcement by Lender of Borrower's obligations and liabilities under the Note, the Mortgage and the other Loan Documents, as so amended.

BY
PL
SN
MY
DR

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4. Except for the modifications stated herein, the Note, the Mortgage and the other Loan Documents are not otherwise changed, modified or amended. This Modification Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid modification(s) and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the undersigned have caused this Modification Agreement to be executed as of the date first above written.

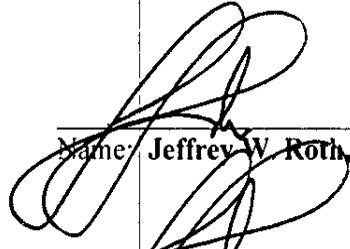
Property of Cook County Clerk's Office

LENDER:

COLE TAYLOR BANK

By: *Daisy Betancos*
Its: CLIENT SERVICE REP.

BORROWER:



Name: Jeffrey W Roth, Individually

Name: Jeffrey W. Roth Revocable Trust as Trustee under Trust Agreement dated March 16, 1989

Property of Cook County Clerk's Office

LENDER ACKNOWLEDGMENT

STATE OF COOK)

) ss

COUNTY OF ILLINOIS)

On this 4 day of December, 2001, before me, the undersigned Notary Public, personally appeared JEFFREY W. ROTH in person, who is known to me to be the _____, authorized agent for 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 for the uses and purposes therein setforth.

By Joan M. Schwitz Residing at 3416 Salem Walden Court Northbrook, IL

Notary Public in and for the State of Illinois

My commission expires _____



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INDIVIDUAL ACKNOWLEDGMENT

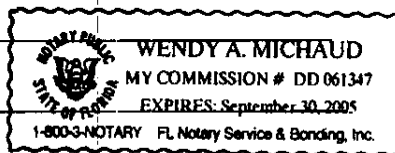
STATE OF Florida)
) SS
COUNTY OF Palm Beach)

On this 30 day of November, 2001, before me, the undersigned Notary Public, personally appeared Jeffrey W. Roth in person(s), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged that he signed and delivered the instrument as his own free and voluntary act for the uses and purposes therein setforth.

By Wendy A. Michaud Residing at _____

Notary Public in and for the State of _____

My commission expires _____



TRUSTEE ACKNOWLEDGMENT

STATE OF Florida)
) SS
COUNTY OF Palm Beach)

On this 30 day of November, 2001, before me, the undersigned Notary Public, personally appeared _____ in person(s), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged that he signed and delivered the instrument as his own free and voluntary act for the uses and purposes therein setforth.

By Wendy A. Michaud Residing at _____

Notary Public in and for the State of _____

My commission expires _____

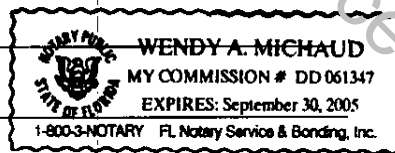


EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1

THAT PART OF LOT 6 IN HIGHLAND BROOK BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 36 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 6, THENCE SOUTH 41 DEGREES 25 MINUTES 49 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 6, 20.43 FEET, THENCE SOUTH 48 DEGREES 34 MINUTES 11 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 50.23 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 48 DEGREES 34 MINUTES 11 SECONDS WEST 32.33 FEET, THENCE SOUTH 41 DEGREES 25 MINUTES 49 SECONDS EAST 82.00 FEET, THENCE NORTH 48 DEGREES 34 MINUTES 11 SECONDS EAST 32.33 FEET, THENCE NORTH 41 DEGREES 25 MINUTES 49 SECONDS WEST 82.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2

EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF COVENANTS AND RESTRICTIONS FOR HIGHLAND BROOK TOWNHOUSE RECORDED MAY 19, 1997 AS DOCUMENT 97351142.

COMMON ADDRESS: 8735 CRYSTAL CREEK DRIVE, UNIT 16, ORLAND PARK, ILLINOIS
60462
PIN #27-23-100-005