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2002-02-11 15:44:27

Cook County Recorder 29.50



0020171117

RECORDATION REQUESTED BY:
FIRST EAGLE NATIONAL BANK
1040 W. LAKE STREET
HANOVER PARK, IL 60103

WHEN RECORDED MAIL TO:
FIRST EAGLE NATIONAL BANK
1040 W. LAKE STREET
HANOVER PARK, IL 60103

MTZ 2025290 2/3

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: FIRST EAGLE NATIONAL BANK N. Vargas
1040 W. Lake St.
Hanover Park, IL. 60103

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 21, 2001, BETWEEN SCOTT A. FITHIAN and BETH A. SAKS, as joint tenants (referred to below as "Grantor"), whose address is 2427 N. GREENVIEW, SUITE 1 A, CHICAGO, IL 60614; and FIRST EAGLE NATIONAL BANK (referred to below as "Lender"), whose address is 1040 W. LAKE STREET, HANOVER PARK, IL 60103.

MORTGAGE. Grantor and Lender have entered into a mortgage dated September 21, 2000 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

Recorded with Cook County Recorder's Office on September 25, 2000 as Doc. No. 00746929

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

LOT 34 IN BLOCK 2 IN HAHN'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2427 N. GREENVIEW, CHICAGO, IL. 60614. The Real Property tax identification number is 14-29-319-012.

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

Increase the amount of the loan secured by the mortgage by \$82,000.00 to \$1,112,000.00 and extend the maturity date of the loan to September 21, 2002.

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 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.

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09-21-2001
Loan No 20052

MODIFICATION OF MORTGAGE (Continued)

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

GRANTOR:

X Scott A. Fithian
SCOTT A. FITHIAN

X _____
BETH A. SAKS

LENDER:

FIRST EAGLE NATIONAL BANK

By: [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)

) ss

COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared **SCOTT A. FITHIAN** and **BETH A. SAKS**, 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 _____ day of _____, 20____.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

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RECORDATION REQUESTED BY:
FIRST EAGLE NATIONAL BANK
1040 W. LAKE STREET
HANOVER PARK, IL 60103

WHEN RECORDED MAIL TO:
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1040 W. LAKE STREET
HANOVER PARK, IL 60103

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1040 W. Lake St.
Hanover Park, IL. 60103

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

GRANTOR:

X Scott A. Fithian
SCOTT A. FITHIAN

X Beth A. Saks
BETH A. SAKS

20171117

LENDER:

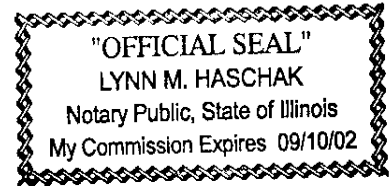
FIRST EAGLE NATIONAL BANK

By: _____
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF DuPage



On this day before me, the undersigned Notary Public, personally appeared **SCOTT A. FITHIAN** and **BETH A. SAKS**, 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 27 day of December, 20 01.

By Lynn M. Haschak Residing at Hanover Park

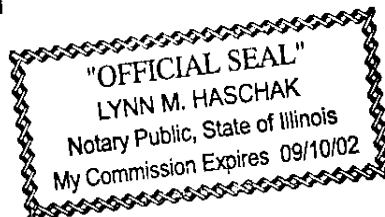
Notary Public in and for the State of Illinois

My commission expires 9/10/02

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF DuPage) ss



On this 27 day of Dec, 2001, before me, the undersigned Notary Public, personally appeared Rose Wageman and known to me to be the SVP, 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 Lynn M. Haschak Residing at Hanover Park

Notary Public in and for the State of Illinois

My commission expires 9/10/02

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Cook County Clerk's Office