

UNOFFICIAL COPY

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2002-02-13 12:51:28
Cook County Recorder 25.00

RECORDATION REQUESTED BY:
LABE BANK
4343 N. ELSTON AVE.
CHICAGO, IL 60641



WHEN RECORDED MAIL TO:
LABE BANK
4343 N. ELSTON AVE.
CHICAGO, IL 60641

FOR RECORDER'S USE ONLY

H2047104

This Modification of Mortgage prepared by:

ROXANN VITACCO LOAN#0110071697
Labe Bank
4343 N. Elston
Chicago, IL 60641

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 30, 2002, is made and executed between RICHARD E FINGAR JR; Single (referred to below as "Grantor") and LABE BANK, whose address is 4343 N. ELSTON AVE., CHICAGO, IL 60641 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 12, 2001 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

CONSTRUCTION MORTGAGE RECORDED 9/12/01 IN THE COOK COUNTY RECORDER OF DEED AS DOCUMENT NUMBER 10840638 MODIFICATION OF MORTGAGE RECORDED 10/25/01 IN THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NUMBER 11000680.

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

LOT 7 IN BLOCK 4 IN CLARKSONS SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2043 N ALBANY AVE, CHICAGO, IL 60647. The Real Property tax identification number is 13-36-115-006

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

INCREASE LOAN AMOUNT TO \$225,000.00 FROM \$190,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. 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

BOX 333-CTI

MODIFICATION OF MORTGAGE

Loan No: 0110071697

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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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 30, 2002.

GRANTOR:

X [Signature]
RICHARD E FINGAR JR, Individually

LENDER:

X [Signature]
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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) SS
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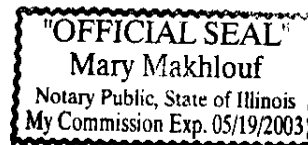
On this day before me, the undersigned Notary Public, personally appeared RICHARD E FINGAR JR, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of January, 2002

By [Signature] Residing at Cook

Notary Public in and for the State of Illinois

My commission expires 5/19/2003



MODIFICATION OF MORTGAGE

Loan No: 0110071697

(Continued)

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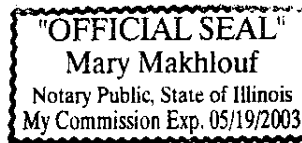
LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 30th day of January, 2002 before me, the undersigned Notary Public, personally appeared Sandra Wrtjak and known to me to be the V.P. loan operations 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 Mary Makhlof Residing at Cook
Notary Public in and for the State of Illinois

My commission expires 5/19/2003



Cook County Clerk's Office