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2002-04-15 15:06:55

Cook County Recorder

27.00

RECORDATION REQUESTED BY: Cook

Harris Bank Argo 7549 W. 63rd Street Summit, IL 60501 0020431393

WHEN RECORDED MAIL TO:

Harris Bank/BLST Attn: Collateral management P.O. Box 2880 Chicago, IL 60690-2880

FOR RECORDER'S USE ONLY

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1401-21023388-1

This Modification of Mortgage prepared by:

Donna Hallmer, Documentation Specialist Harris Bank/BLST 311 W. Monroe Street, 14th Floor Chicago, IL 60606

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 5, 2002, is made and executed between Donell L. Montomery and Charnett Montgomery, his wife, whose surfress is 611 Perth Avenue, Flossmoor, IL 60422 (referred to below as "Grantor") and Harris Bank Argo, whose address is 7549 W. 63rd Street, Summit, IL 60501 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 9, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on March 23, 2001 as Document #0010233241 in the Cook County Recorder's Office.

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

LOT 1 IN CRYSTAL SPRINGS, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 10800 W. Crystal Springs Lane, Orland Park, IL 60467. The Real Property tax identification number is 27–08–302–001–0000

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated April 8, 2002 in the original principal amount of \$425,000.00 to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) 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 the amount of \$425.000.00. All other terms and conditions remain the same.

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

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MODIFICATION OF MORTGAGE (Continued)

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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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 8, 2002.

GRANTOR:

Denell L. Montomery, Individually

Charnett Montgomery, Individually

LENDER:

Authorized Signer

FOUNTY CLORATION OFFICE

MODIFICATION OF MORTGAGE (Continued) 20431393 Page

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INDIVIDUAL A	CKNOW! EDGMENT
INDIVIDUAL ACKNOWLEDGMENT	
STATE OF)
COUNTY OF Cool) SS)
Montgomery, to me known to be the individuals desand acknowledged that they signed the Modification	c, personally appeared Donell L. Montomery and Charnett scribed in and who executed the Modification of Mortgage, as their free and voluntary act and deed, for the uses and
Given under my hand and official seal this	day of (liprel, 2002
By Marin Burnell	Residing at Orland Park, Sl
Notary Public in and for the State of	
My commission expires 3-7-2005	
	OFFICIAL SEAL MARTHA BUNCH MOTABY PUBLIC, STATE OF ILLINOIS
LENDER AC	KNOWLED GPARNThly Commission Expires 3-7-2005
STATE OF) ss
COUNTY OF Cook	
acknowledged said instrument to be the free and vo	before me, the undersigned Notary and known to me to be the conductive der that executed the within and foregoing instrument and luntary act and deed of the said Lender, duly authorized by e, for the uses and purposes therein mentioned, and on oath
stated that he or she is authorized to execute this say	aid instrument and that the seal affixed is the corporate seal Residing at Olland Park, Ol
Notary Public in and for the State of	العفا
My commission expires 3-7-2005	OFFICIAL SEAL MARTHA BUNCH NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 3-7-2005

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MODIFICATION OF MORTGAGE (Continued)

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