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2003-01-14 11:46:08

Cook County Recorder

32.50

RECORDATION REQUESTED BY:

OAK BROOK BANK
OAK BROOK OFFICE
1400 Sixteenth Street
Oak Brook, IL 60523



0030061447

WHEN RECORDED MAIL TO:

OAK BROOK BANK
OAK BROOK OFFICE
1400 Sixteenth Street
Oak Brook, IL 60523



Send to

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

OAK BROOK BANK
1400 Sixteenth Street
Oak Brook, IL 60523

FIRST AMERICAN TITLE

ORDER # 255358
10F2

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 1, 2002, is made and executed between ROBERT GILES; MARRIED TO TINA L. GILES (referred to below as "Grantor") and OAK BROOK BANK, whose address is 1400 Sixteenth Street, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 1, 1997 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE RECORDED NOVEMBER 6, 1997 AS DOCUMENT NUMBER 97832963.

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

SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION

The Real Property or its address is commonly known as 2930 NORTH BURLING STREET, CHICAGO, IL 60657. The Real Property tax identification number is 14-28-114-023-0000

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

THE PRINCIPAL AMOUNT OF THE LOAN SECURED BY THE MORTGAGE IS INCREASED FROM \$60,000 TO \$100,000; THE INTEREST RATE IS DECREASED FROM PRIME TO PRIME MINUS .51%; AND THE MATURITY DATE OF THE MORTGAGE IS EXTENDED FROM NOVEMBER 1, 2002 TO NOVEMBER 1, 2012.

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 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

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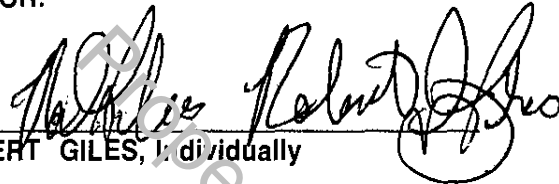
MODIFICATION OF MORTGAGE (Continued)

Page 2

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 NOVEMBER 1, 2002.

GRANTOR:

X 
ROBERT GILES, Individually

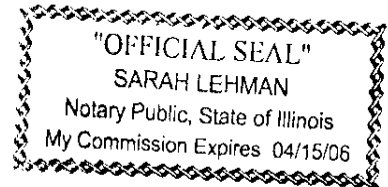
LENDER:

X 
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF DuPage



On this day before me, the undersigned Notary Public, personally appeared **ROBERT GILES, MARRIED TO TINA L. GILES**, 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 1st day of November, 20 02

By Sarah Lehman Residing at Oak Brook

Notary Public in and for the State of Illinois

My commission expires April 15, 2006

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WAIVER OF HOMESTEAD EXEMPTION

I am signing this Waiver of Homestead Exemption for the purpose of expressly releasing and waiving all rights and benefits of the homestead exemption laws of the State of Illinois as to all debts secured by this Mortgage. I understand that I have no liability for any of the affirmative covenants in this Mortgage.

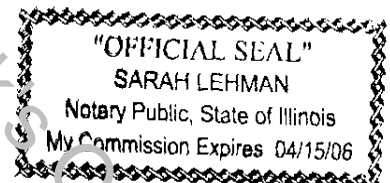
X Tina L. Giles
TINA L. GILES, Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF DuPage

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) SS
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On this day before me, the undersigned Notary Public, personally appeared TINA L. GILES to me known to be the individual described in and who executed the Waiver of Homestead Exemption, and acknowledged that he or she signed the Waiver of Homestead Exemption 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 1st day of November, 20 02

By Sarah Lehman Residing at Oak Brook

Notary Public in and for the State of Illinois

My commission expires April 15, 2006

~~Exhibit A~~
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Parcel 1:

Lot 13 (except the Westerly 8 feet thereof in Catlin's Subdivision of Block 14) (except the South 24 feet of the West 125 feet thereof) in Bickerdike and Steele's Subdivision of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

All that part of the Northerly and Southerly 16 feet vacated alley lying Westerly of and adjoining the Easterly line of the Westerly 8 feet of Lot 13 in Catlin's Subdivision aforesaid described as follows: Beginning at a point on the North line of said Lot 13 produced West 104 feet West of the Northeast corner thereof, thence Southeast in a straight line to its intersection with a point on a line 8 feet Easterly of and parallel to the Westerly line of said Lot 13, 16 feet Southerly of the North line thereof, thence North along a line 8 feet Easterly of and parallel to the Westerly line of Lot 13 aforesaid, a distance of 16 feet to its intersection with the North line of said Lot 13, thence Westerly along the North line of Lot 13 aforesaid produced to the point of beginning all in Cook County, Illinois.

Property of Cook County Clerk's Office

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