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2003-01-16 15:15:28

Cook County Recorder 30.50

RECORDATION REQUESTED BY:

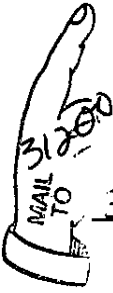
FIRST MIDWEST BANK
TINLEY PARK MAIN
300 PARK BOULEVARD
SUITE 400
ITASCA, IL 60143



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WHEN RECORDED MAIL TO:

First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502



312009147-387105 #3435

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

First Midwest Bank
300 N. Hunt Club Road
Gurnee, IL 60031

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 15, 2002, is made and executed between FRANK A. RUFFOLO and PATRICIA A. RUFFOLO, HIS WIFE, (J), whose address is 15225 S 71ST AVENUE, ORLAND PARK, IL 60462 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is 300 PARK BOULEVARD, SUITE 400, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 22, 2000 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded June 21, 2000 as Document #00456846.

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

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THE NORTH 22 ACRES THEREOF AND THAT PART IF ANY FALLING SOUTH OF THE SOUTH LINE OF THE NORTH 22 ACRES THEREOF AND NORTH OF THE SOUTH LINE OF THE NORTH 793.68 FEET THEREOF AND ALSO EXCEPT THE SOUTH 40 3/4 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION AND EXCEPT THE WEST 70.00 FEET THEREOF TAKEN FOR HARLEM AVENUE, (EXCEPT FROM THE ABOVE TRACT THAT PART OF THE WEST 570.00 FEET LYING SOUTH OF THE NORTH 33.00 FEET THEREOF) IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 15225 S. 71ST , ORLAND PARK, IL 60462. The Real Property tax identification number is 28-18-100-017

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

To delete the definition of "Note" therein its entirety and to insert in lieu thereof the following: "Note. The word "Note" means the promissory note or credit agreement dated September 15, 2002 in the original principal amount of \$140,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement.

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MODIFICATION OF MORTGAGE

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The interest rate on the Note is a variable interest rate based upon an index. Notice. Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. Notice to Grantor: The Note contains a variable interest rate.", and in the paragraph titled "Indebtedness" delete the words "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 \$90,000.00" and replace with "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 \$420,000.00".

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 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 SEPTEMBER 15, 2002.

GRANTOR:

X 
FRANK A. RUFFOLO, Individually

X 
PATRICIA A. RUFFOLO, Individually

LENDER:

X 
Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 38765

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **FRANK A. RUFFOLO**, 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 15th day of September, 2002.

By Patricia H. Madriaga Residing at 17500 S. Oak Park

Notary Public in and for the State of Illinois

My commission expires 9-14-2004



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **PATRICIA A. RUFFOLO**, 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 15th day of September, 2002.

By Patricia H. Madriaga Residing at 17500 S. Oak Park

Notary Public in and for the State of Illinois

My commission expires 9-14-2004



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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 15th day of September, 2002 before me, the undersigned Notary Public, personally appeared Ronald Buckler and known to me to be the Vice President 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 Patricia H. Madriaga Residing at 17500 S. Oak Park

Notary Public in and for the State of Illinois

My commission expires 9-14-2004



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County Clerk's Office