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2003-03-25 14:08:02

Cook County Recorder 30.00



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RECORDATION REQUESTED BY:  
OXFORD BANK & TRUST  
Lake Street Branch  
1100 WEST LAKE STREET  
P.O. BOX 129  
ADDISON, IL 60101

WHEN RECORDED MAIL TO:  
OXFORD BANK & TRUST  
Lake Street Branch  
1100 WEST LAKE STREET  
P.O. BOX 129  
ADDISON, IL 60101

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Oxford Bank & Trust  
Oxford Bank & Trust  
1100 West Lake Street  
Addison, IL 60101

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 14, 2003, is made and executed between Earl Esterly, whose address is 826 Forest Avenue, Elgin, IL 60120 and Frances Esterly, whose address is 826 Forest Avenue, Elgin, IL 60120; his wife, as Joint Tenants (referred to below as "Grantor") and OXFORD BANK & TRUST, whose address is 1100 WEST LAKE STREET, P.O. BOX 129, ADDISON, IL 60101 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 17, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on November 3, 2000 as Document Number 00867423 in the office of the Cook County Recorder.

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

LOT 20 IN BLOCK 5 IN OAKWOOD PARK SUBDIVISION OF ELGIN, BEING A SUBDIVISION OF PART OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 826 Forest Avenue, Elgin, IL 60120. The Real Property tax identification number is 06-18-104-020

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

Increase Line of Credit Limit from \$51,000.00 to \$82,000.00.

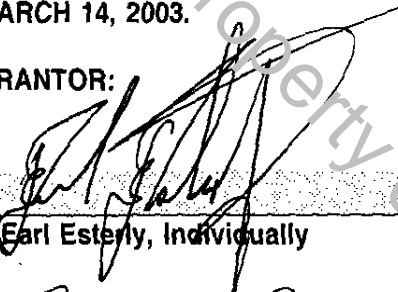
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict

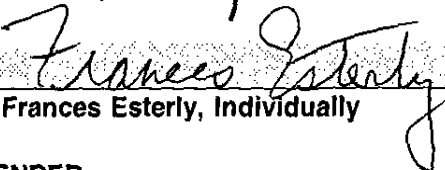
BOX 333-071

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.

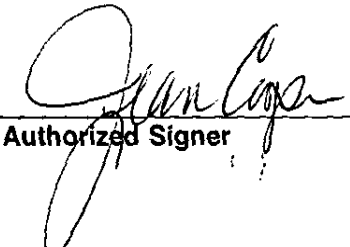
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 14, 2003.

GRANTOR:

X   
Earl Esterly, Individually

X   
Frances Esterly, Individually

LENDER:

X   
Authorized Signer

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Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 86-45210-70

(Continued)

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF DuPage )

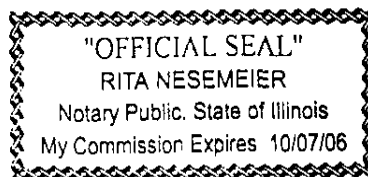
On this day before me, the undersigned Notary Public, personally appeared **Earl Esterly and Frances Esterly, his wife, as Joint Tenants**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14<sup>th</sup> day of March, 20 03

By Rita Neeseimer Residing at Addison, IL

Notary Public in and for the State of Illinois

My commission expires 10/07/06



### LENDER ACKNOWLEDGMENT

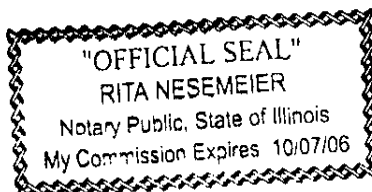
STATE OF Illinois )  
 ) SS **20398431**  
COUNTY OF DuPage )

On this 14<sup>th</sup> day of March, 2003 before me, the undersigned Notary Public, personally appeared Jean Cooper and known to me to be the VP, 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 Rita Neeseimer Residing at Addison, IL

Notary Public in and for the State of Illinois

My commission expires 10/07/06



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**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 86-45210-70

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