

UNOFFICIAL COPY

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2000-05-01 10:54:55
Cook County Recorder 25.00

RECORDATION REQUESTED BY:

COLE TAYLOR BANK
4400 Oakton Street
Skokie, IL 60076



WHEN RECORDED MAIL TO:

Cole Taylor Bank
Loan Services
P.O. Box 909743
Chicago, IL 60690-9743

SEND TAX NOTICES TO:

Stephen Murphy and Kathleen
Murphy
1123 Main Street
Evanston, IL 60202

FOR RECORDER'S USE ONLY

H20011756 *all*

This Modification of Mortgage prepared by: Cole Taylor Bank (Loan Services - IL)
P.O. Box 909743
Chicago, IL. 60690-9743

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 15, 2000, BETWEEN Stephen Murphy and Kathleen Murphy, husband and wife, as tenants by the entirety, (referred to below as "Grantor"), whose address is 1123 Main Street, Evanston, IL 60202; and COLE TAYLOR BANK (referred to below as "Lender"), whose address is 4400 Oakton Street, Skokie, IL 60076.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 5, 1998 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded June 16, 1998 in the Cook County Recorders Office as Document Number 98505833

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

LOT 8 IN BLOCK 3 IN PITNER AND SONS ADDITION TO SOUTH EVANSTON IN THE WEST 1/2 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1123 Main Street, Evanston, IL 60202. The Real Property tax identification number is 11-19-119-013.

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

The principal balance of the "Promissory Note" secured by the aforesaid mortgage has been increased the date of this Modification of Mortgage from \$35,000.00 to \$62,000.00. 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 \$124,000.00.

The interest rate to be applied to the outstanding principal balance from time to time shall be at a rate of 10.00% per annum..

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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

BOX 333-CTI

04-15-2000
Loan No 26165

MODIFICATION OF MORTGAGE
(Continued)

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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x Stephen Murphy
Stephen Murphy
x Kathleen Murphy
Kathleen Murphy

LENDER:

COLE TAYLOR BANK

By: DeAnn Ludwig
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared Stephen Murphy and Kathleen Murphy, 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 16th day of April, 2000.

By Dina G. de la Cruz Residing at Heckie IL

Notary Public in and for the State of Illinois

My commission expires 5.30.2000



LENDER ACKNOWLEDGMENT

STATE OF Illinois)

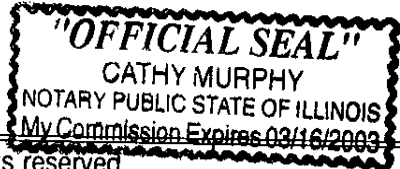
COUNTY OF COOK) ss

On this 15th day of April, 20 00, before me, the undersigned Notary Public, personally appeared Deane Ludwig and known to me to be the V.P., 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 [Signature] Residing at 5501 W. 79th, Burbank

Notary Public in and for the State of Illinois

My commission expires _____



Cook County Clerk's Office