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2003-04-04 08:45:02
Cook County Recorder 32.50

RECORDATION REQUESTED BY:
PALOS BANK AND TRUST
COMPANY
12600 S. HARLEM AVENUE
PALOS HEIGHTS, IL 60463

WHEN RECORDED MAIL TO:
PALOS BANK AND TRUST
COMPANY
12600 S. HARLEM AVENUE
PALOS HEIGHTS, IL 60463



COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

PALOS BANK AND TRUST COMPANY
12600 SOUTH HARLEM AVENUE
PALOS HEIGHTS , IL 60463

227900

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 21, 2003, is made and executed between PALOS BANK AND TRUST COMPANY , not personally but as Trustee on behalf of PALOS BANK AND TRUST COMPANY A/T/U TRUST #1-3255 DATED 03-07-1992, whose address is 12600 S. HARLEM AVENUE , PALOS HEIGHTS , IL 60463 (referred to below as "Grantor") and PALOS BANK AND TRUST COMPANY, whose address is 12600 S. HARLEM AVENUE, PALOS HEIGHTS, IL 60463 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 7, 2002 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED DECEMBER 31, 2002 AS DOCUMENT NUMBER 0021458567

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

SEE LEGAL ATTACHED HERETO AND MADE A PART HEREOF

The Real Property or its address is commonly known as 80 Canterbury Court, Unit #N, Palos Heights, IL 60463. The Real Property tax identification number is 23-24-300-114-1054

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

INCREASE OF HOME EQUITY LINE OF CREDIT FROM \$10,000.00 TO \$15,000.00.

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

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MODIFICATION OF MORTGAGE

(Continued)

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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 21, 2003.

GRANTOR:

PALOS BANK AND TRUST COMPANY A/T/U TRUST #1-3255 DATED 03-07-1992 as Trustee and not personally.

By: Mary Kay Burke Mary Kay Burke, Trust Officer
Authorized Signer for PALOS BANK AND TRUST COMPANY
A/T/U TRUST #1-3255 DATED 03-07-1992

By: Julie Winistorfer Julie Winistorfer, A.L.T.O.
Authorized Signer for PALOS BANK AND TRUST COMPANY
A/T/U TRUST #1-3255 DATED 03-07-1992

LENDER:

x Patricia A. Ritchie
Authorized Signer
Loan Officer

THIS MODIFICATION OF MORTGAGE 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.

IT IS HEREBY AGREED AND ACCEPTED UPON THE EXPRESS UNDERSTANDING THAT PALOS BANK AND TRUST COMPANY ENTER INTO SAME NOT SEPARATELY, BUT ONLY AS TRUSTEE OF THE TRUST, NOTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, AND ALL OF THE REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS CONTAINED HEREIN SHALL BE DEEMED TO BE MADE BY AND FOR THE TRUSTEE OF THE TRUST, AND NOT PERSONALLY BY PALOS BANK AND TRUST COMPANY, OR ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS, AND THAT THE PERSONAL LIABILITY TO BE INCURRED BY, OR CLAIMED AGAINST, PALOS BANK AND TRUST COMPANY SHALL BE LIMITED TO THE EXTENT OF ANY REPRESENTATIONS, WARRANTIES, COVENANTS, AGREEMENTS OR UNDERTAKINGS HEREIN CONTAINED, AND THAT THE LIABILITY OF ANY TRUSTEE OF THE TRUST SHALL BE LIMITED TO THE EXTENT OF ANY REPRESENTATIONS, WARRANTIES, COVENANTS, AGREEMENTS OR UNDERTAKINGS HEREIN CONTAINED.

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MODIFICATION OF MORTGAGE

(Continued)

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 22nd day of March, 2003 before me, the undersigned Notary Public, personally appeared Mary Kay Burke, Trust Officer and Julie Winistorfer, Assistant Land Trust Officer

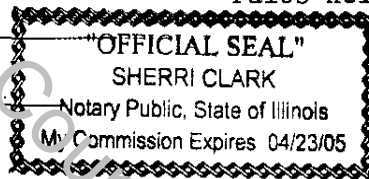
, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Sherrri Clark

Residing at 12600 South Harlem Avenue
Palos Heights, Illinois

Notary Public in and for the State of Illinois

My commission expires _____



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LENDER ACKNOWLEDGMENT

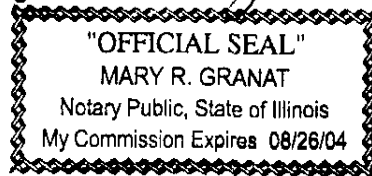
STATE OF Illinois)
)
) SS
COUNTY OF Cook)

On this 21st day of March, 2003 before me, the undersigned Notary Public, personally appeared PATRICIA A. RITCHIE and known to me to be the LOAN OFFICER, 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 Mary R. Grant Residing at Chicago, Ill.

Notary Public in and for the State of Illinois

My commission expires 8-26-04



Cook County Clerk's Office

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EXHIBIT A

PARCEL 2: UNIT NUMBER 279 TOGETHER WITH A PERPETUAL AND EXCLUSIVE USE OF PARKING AND STORAGE ARE DESIGNATED AS GS 278 IN COLONIAL HEIGHTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF THE SANITARY DISTRICT OF CHICAGO, DESCRIBED IN DEED DATED NOVEMBER 21, 1912 AND RECORDED NOVEMBER 29, 1912 AS DOCUMENT 5089149 AND CONDEMNATION IN CASE NUMBER 308732 IN CIRCUIT COURT, COOK COUNTY, ILLINOIS, AND LYING EAST OF THE EAST RIGHT OF WAY LINE OF PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS AS CONVEYED BY WARRANTY DEED RECORDED DECEMBER 16, 1952 AS DOCUMENT 15507226. SAID EAST RIGHT OF WAY LINE BEING DESCRIBED AS RUNNING FROM A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID SANITARY DISTRICT DISTRICT. WHICH POINT IS 888.38 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST 1/4 AND DRAWN TO A POINT IN THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 886.0 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 (EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF THE PREMISES DEDICATED FOR HIGHWAY PURPOSES BY INSTRUMENT RECORDED SEPTEMBER 22, 1932 AS DOCUMENT NUMBER 1143391, AND ALSO EXCEPT THE EAST 501.0 FEET THEREOF AND EXCEPT THAT PART FALLING IN COLONIAL HEIGHTS TOWNHOMES SUBDIVISION, UNIT NO. 1, AS PER PLAT RECORDED SEPTEMBER 26, 1973 AS DOCUMENT 22491943), IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED TO AS PARCEL), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY COSMOPOLITAN NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 20206, DATED JULY 12, 1976 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 23323318, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

PARCEL 2: RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION AS AMENDED AND THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED HEREIN.