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2003-04-07 14:31:19  
Cook County Recorder 30.50

RECORDATION REQUESTED BY:  
NORTH SHORE COMMUNITY  
BANK & TRUST  
1145 WILMETTE AVENUE  
WILMETTE, IL 60091



WHEN RECORDED MAIL TO:  
NORTH SHORE COMMUNITY  
BANK & TRUST  
1145 WILMETTE AVENUE  
WILMETTE, IL 60091

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

GREG SIEMSEN

NORTH SHORE COMMUNITY BANK & TRUST CO.  
NORTH SHORE COMMUNITY BANK & TRUST  
1145 WILMETTE AVENUE  
WILMETTE, IL 60091

O'Connor Title  
Services, Inc.

# 3097094

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 26, 2003, is made and executed between Thomas G. Oakley and M. Scottie Oakley, his wife, whose address is 2112 Central St., Evanston, IL 60201 (referred to below as "Grantor") and NORTH SHORE COMMUNITY BANK & TRUST, whose address is 1145 WILMETTE AVENUE, WILMETTE, IL 60091 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 18, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded October 4, 2002 as document number 0021017317 with the Cook County Recorder of Deeds.

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

LOT 14 IN BLOCK 18 IN NORTH EVANSTON IN SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2017 Harrison, Evanston, IL 60201. The Real Property tax identification number is 10-12-103-024-0000

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

Principal is increased to \$975,000.00 and the maturity date is extended.

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

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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 26, 2003.

CURRENT INDEBTEDNESS. The word indebtedness is used in the most comprehensive sense and means and includes any and all of Borrower's liabilities, obligations and debts to Lender, now existing or hereinafter incurred or created, including, without limitation, all loans, advances, interest, costs, debts, overdraft indebtedness, credit card indebtedness, lease obligations, other obligations, and liabilities of Borrower, or any of them and any present or future judgments against Borrower, or any of them; and whether any such indebtedness is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined; whether Borrower may be liable individually or jointly with others, or primarily or secondarily, or as a guarantor or surety, whether recovery on the indebtedness may be or may become barred or unenforceable against Borrower for any reason whatsoever; and whether the indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires, or otherwise.

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:

*[Signature]*  
Thomas G. Oakley, Individually

LENDER:

*[Signature]*  
M. Scottie Oakley, Individually

Authorized Signer

*[Signature]*

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## MODIFICATION OF MORTGAGE

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
COUNTY OF COOK )

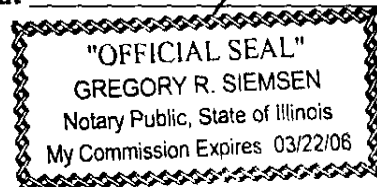
On this day before me, the undersigned Notary Public, personally appeared **Thomas G. Oakley and M. Scottie Oakley**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26 day of MARCH, 20 03

By [Signature] Residing at WILMETTE IL

Notary Public in and for the State of IL

My commission expires 3/22/06



### LENDER ACKNOWLEDGMENT

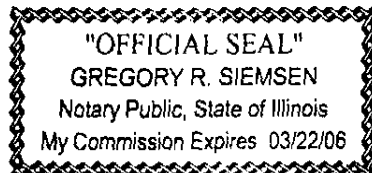
STATE OF IL )  
 ) SS  
COUNTY OF COOK )

On this 26 day of MARCH, 2003 before me, the undersigned Notary Public, personally appeared RICHARD CHAN 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 [Signature] Residing at WILMETTE, IL

Notary Public in and for the State of IL

My commission expires 3/22/06



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MODIFICATION OF MORTGAGE  
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