UNOFFICIAL CO336/013 28 001 Page 1 of

2000-05-15 12:58:32

Cook County Recorder

25.00

RECORDATION REQUESTED BY:

COLE TAYLOR BANK 4000 Broadview Village Square Broadview, IL 60153



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

SEND TAX NOTICES TO:

Scott H. Hildeb and and Barbara A. Hildebrand 11022 Martindale Westchester, IL 6(1)54



FOR RECORDER'S USE ONLY

FOR RECORDER'S USE

H20016835 are

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 MAY 4, 2(00°, BETWEEN Scott H. Hildebrand and Barbara A. Hildebrand, his wife, as tenants by the entirety, (referred to below as "Grantor"), whose address is 11022 Martindale, Westchester, IL 60154; and COLE TAYLOR BANK (referred to below as "Lender"), whose address is 4000 Broadview Village Square, Broadview, IL 60153.

MORTGAGE. Grantor and Lender have entered into a mortgage date J January 27, 1999 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded February 9, 1999 in the Cook County Recorder's Office as 5 poument Number 99133940

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

LOT 39 IN BLOCK 10 IN MARTINDALE ESTATES UNIT NUMBER 4 BEING A GUSDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 30, 1957 AS DOCUMENT NUMBER 16999616, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 11022 Martindale, Westchester, IL 60154. The Real Property tax identification number is 15–29–112–042.

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

The credit limit of the "Home Equity Credit Agreement, Note and Disclosure" secured by the aforesaid mortgage has been increased the date of this Modification of Mortgage from \$30,000.00 to \$67,500.00. 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 \$135,000.00.

The index currently is 9.00% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate .500 percentage points above the index if the outstanding balance is \$49,999.99 or lower, and at a current index if the balance is \$50,000.00 or higher.

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

**BOX 333-CTI** 

Page 2

## 05-04-2000 0034564 UNOFFICIAL COPY

Loan No 8402884

(Continued)

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.

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

GRANTOR:
X Quantity is a second of the
X Dubara A Hildebrand  Barbara A. Hildebrand
Darbara A. Filidebrand
LENDER:
By: MALE
Authorized Officer
INDIVIDUAL ACKNOWLEDGMENT
STATE OF Wences    STATE OF Wences   STATE OF ILLINOIS
COUNTY OF COOK
On this day before me, the undersigned Notary Public, personally appeared Scott H. Hildebrand and Barbara A. Hildebrand, 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 47 day of May, 2000.  By Residing at Hombard.
Notary Public in and for the State of <u>Ollenois</u>
My commission expires

05-04-2000 Loan No 8402884

## UNDEFEATION OF MORTGAGE PY0345646

(Continued)

Page 3

## LENDER ACKNOWLEDGMENT

STATE OF Ollenais	"OFFICIAL SEAL"  JACKIE HUGELIER
COUNTY OF COOK	) ss NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 12/08/2003
authorized agent for the Lender that executed the winstrument to be the free and voluntary act and deed of the second sec	Sho be
Notary Public in and for the State of Olle	Residing at Now Dan d
My commission expires /2-8-00	
ASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3. 29 (C) Cond L-G201 8402884.LN L2.OVLJ	Contrex 2000 All rights reserved.