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2000-06-01 10:42:13  
Cook County Recorder 27.50

RECORDATION REQUESTED BY:

American National Bank & Trust  
Company of Chicago  
1901 S. Meyers Road, Suite 310  
Oak Brook Terrace, IL 60181

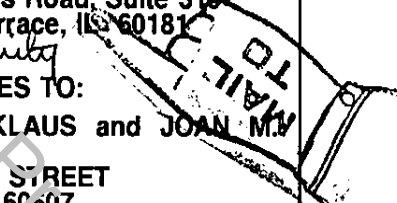


WHEN RECORDED MAIL TO:

American National Bank & Trust  
Company of Chicago  
1901 S. Meyers Road, Suite 310  
Oak Brook Terrace, IL 60181

SEND TAX NOTICES TO:

ROBERT J. KLAUS and JOAN M. KLAUS  
852 S. LAFLIN STREET  
CHICAGO, IL 60607



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: American Natl. Bank & Trust Co. of Chgo  
1901 S. Meyers Road, Suite 310  
Oak Brook Terrace, IL 60181

First American  
Lenders Advantage  
Order # 14975



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MAY 23, 2000, BETWEEN ROBERT J. KLAUS and JOAN M. KLAUS, his wife, (referred to below as "Grantor"), whose address is 852 S. LAFLIN STREET, CHICAGO, IL 60607; and American National Bank & Trust Co. of Chicago (referred to below as "Lender"), whose address is 120 S. LaSalle Street, Chicago, IL 60603.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 23, 1995 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED AS DOCUMENT 95 396 855 IN COOK COUNTY, ILLINOIS

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

SEE ATTACHED DOCUMENT

The Real Property or its address is commonly known as 852 S. LAFLIN STREET, CHICAGO, IL 60607. The Real Property tax identification number is 17-17-316-089.

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

TO RENEW HOME EQUITY CREDIT LINE FOR \$20,000.00 AND EXTEND MATURITY DATE TO MAY 23, 2005. ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT..

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 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

05-23-2000

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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 Robert J. Klaus  
ROBERT J. KLAUS

X Joan M. Klaus  
JOAN M. KLAUS

LENDER:

American National Bank & Trust Co. of Chicago

By: Mary Jane Mekeland  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLinois )  
 ) ss  
COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **ROBERT J. KLAUS** and **JOAN M. KLAUS**, 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 May, 2000.

By Mary Jane Mekeland Residing at Cook County, ILLinois

Notary Public in and for the State of ILLinois

My commission expires \_\_\_\_\_



## LEGAL DESCRIPTION

ALL THAT PART OF CERTAIN LOTS IN SHARPE AND SMITH'S SUBDIVISION OF BLOCK 42 OF CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, FALLING WITHIN THE FOLLOWING DESCRIBED TRACT TO WIT:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN SHARPE AND SMITH'S SUBDIVISION, AFORESAID (BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF WEST POLK STREET WITH THE WEST LINE OF SOUTH LAFLIN STREET) AND RUNNING THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS WEST ALONG SAID SOUTH LINE OF WEST POLK STREET, A DISTANCE OF 263.16 FEET TO AN INTERSECTION WITH A LINE 300.0 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTH ASHLAND BOULEVARD, AS WIDENED, THENCE SOUTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 122.70 FEET, THENCE SOUTHERLY ALONG A CURVED LINE CONVEXED TO THE WEST AND HAVING A RADIUS OF 165.00 FEET (THE CENTER POINT FOR SAID RADIUS OF 165.0 FEET BEING 182.65 FEET SOUTH OF THE SOUTH LINE OF WEST POLK STREET AND 109.75 FEET WEST OF THE WEST LINE OF SOUTH LAFLIN STREET), A DISTANCE OF 122.83 FEET TO AN INTERSECTION WITH SAID LINE 300.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTH ASHLAND BOULEVARD, AS WIDENED, THENCE SOUTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 22.28 FEET TO A POINT 265.00 FEET SOUTH OF (AS MEASURED ALONG SAID AFORESAID PARALLEL LINE) SAID SOUTH LINE OF WEST POLK STREET, THENCE SOUTH 89 DEGREES 58 MINUTES 35 SECONDS EAST, A DISTANCE OF 10.69 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEXED TO THE SOUTHWEST AND HAVING A RADIUS OF 165.0 FEET (THE CENTER POINT FOR SAID RADIUS OF 165.0 FEET BEING 182.65 FEET SOUTH OF THE SOUTH LINE OF WEST POLK STREET AND 109.75 FEET WEST OF THE WEST LINE OF SOUTH LAFLIN STREET), A DISTANCE OF 30.12 FEET TO AN INTERSECTION WITH A LINE 328.0 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF SOUTH ASHLAND BOULEVARD, AS WIDENED, THENCE SOUTH ALONG SAID LAST DESCRIBED PARALLEL LINE, 41.16 FEET, THENCE EAST 45.32 FEET TO A POINT FOR THE PLACE OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THENCE SOUTH 63 DEGREES 07 MINUTES 33 SECONDS WEST, 8.35 FEET TO AN INTERSECTION WITH A CURVED LINE CONVEXED TO THE NORTHEAST AND HAVING A RADIUS OF 154.0 FEET (THE CENTER POINT FOR SAID RADIUS OF 154.0 FEET BEING 404.18 FEET SOUTH OF THE SOUTH LINE OF WEST POLK STREET AND 335.21 FEET WEST OF THE WEST LINE OF SOUTH LAFLIN STREET); THENCE NORTHWESTERLY ALONG SAID LAST DESCRIBED CURVED LINE, 19.21 FEET; THENCE NORTH 53 DEGREES 47 MINUTES 33 SECONDS EAST 58.50 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 30 SECONDS EAST, 12.27 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 30 SECONDS EAST, 40.97 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 30 SECONDS WEST, 27.66 FEET; THENCE NORTH 36 DEGREES 12 MINUTES 27 SECONDS WEST, 3.57 FEET; THENCE SOUTH 53 DEGREES 47 MINUTES 33 SECONDS WEST 15.60 FEET TO THE PLACE OF BEGINNING, IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS.

LENDER ACKNOWLEDGMENT

STATE OF Illinois )

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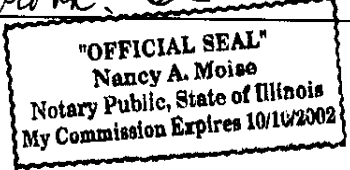
COUNTY OF Du Page ) ss

On this 24th day of May, 20 00, before me, the undersigned Notary Public, personally appeared VIRGINIA Lopez and known to me to be the REO, 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 Nancy A. Moise Residing at Oakbrook, IL

Notary Public in and for the State of Illinois

My commission expires 10/10/2002



Cook County Clerk's Office