

# UNOFFICIAL COPY



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Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 04/23/2003 01:01 PM Pg: 1 of 4

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RECORDATION REQUESTED BY:  
COLE TAYLOR BANK  
5501 WEST 79<sup>TH</sup> STREET, 3<sup>RD</sup> FL  
BURBANK, IL 60459

Prepared by:  
WHEN RECORDED MAIL TO:  
COLE TAYLOR BANK  
LOAN SERVICES  
P.O. BOX 88452, DEPT A  
CHICAGO, IL 60609-8452

## MODIFICATION AGREEMENT

**THIS MODIFICATION AGREEMENT** is made as of this **1st day of March, 2003** by and between Mary Ellen Schulz married to David o. Schulz, as borrowers (collectively, "Borrower"), and Cole Taylor Bank, as lender ("Lender").

A. Borrower and Lender have executed that certain Note, dated **July 08, 2002** (the "Note"), whereby Lender agreed to provide certain credit to Borrower and Borrower agreed to receipt of such credit, each on the terms therein described.

B. Borrower's obligations under the Note are secured by, among other things, that certain Mortgage executed by Borrower, of even date with the Note, and recorded with the Cook County Recorder's Office on **July 10, 2002** as Document Number **020753706**, whereby Borrower granted to Lender a mortgage in the real property commonly known as **1300 Hackberry Lane Winnetka, Illinois 60093** and legally described on Exhibit "A" attached hereto and made a part hereof (the "Mortgage").

C. Borrower and Lender have agreed to modify the Note, the Mortgage and any and all other loan documents securing Borrower's obligations under the Note (such loan documents are collectively referred to as the "Loan Documents").

**NOW, THEREFORE**, for and in consideration of the foregoing, and for valuable consideration, the receipt whereof is hereby acknowledged, Borrower and Lender do hereby agree as follows:

1. The foregoing preambles are hereby incorporated as if fully set forth herein.
2. The annual interest rate set forth in the Note is hereby changed from **5.75%** to **5.125%** effective **April 1, 2003**. The interest rate may, after the date hereof, change in accordance with Section 4 of the Note.
3. Borrower hereby ratifies and confirms Borrower's obligations and liabilities under the Note, the Mortgage and the other Loan Documents, as hereby amended, and the liens and security interest created thereby. Borrower acknowledges that Borrower has no defenses, claims or set-offs against the enforcement by Lender of Borrower's obligations and liabilities under the Note, the Mortgage and the other Loan Documents, as so amended.

**BOX 333-CTI**

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4. Contemporaneously with the execution of the Modification Agreement by Lender, Borrower shall pay to Lender the sum of Lender's reasonable legal fees, title charges and closing costs relating to this Modification Agreement.

5. Except for the modifications stated herein, the Note, the Mortgage and the other Loan Documents are not otherwise changed, modified or amended. This Modification Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid modification(s) and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the undersigned have caused this Modification Agreement to be executed as of the date first above written.

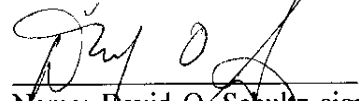
**LENDER:**

**COLE TAYLOR BANK**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BORROWER:**

  
Name: Mary Ellen Schultz

  
Name: David O. Schultz signing solely for the purpose of waiving any and all homestead rights.

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## INDIVIDUAL ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ (Name) \_\_\_\_\_ and \_\_\_\_\_ (Name) \_\_\_\_\_ in person(s), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged that he signed and delivered the instrument as his own free and voluntary act for the uses and purposes therein setforth.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

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

## LENDER ACKNOWLEDGMENT

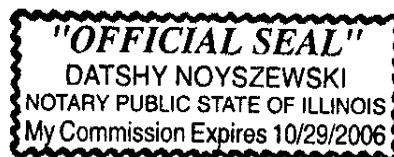
STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

On this 15TH day of APRIL, 2003, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ in person, who is known to me to be the \_\_\_\_\_, authorized agent for 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 for the uses and purposes therein setforth.

By Datshy Noyszewski Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires 10/29/06



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## EXHIBIT A

### LEGAL DESCRIPTION

**LOT 1 IN WESTMOOR ACRE SUBDIVISION OF PART OF THE NORTH 816 FEET (EXCEPT THE NORTH 175 FEET) OF THE SOUTHEAST ¼ OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED FEBRUARY 11, 1952 AS DOCUMENT NUMBER 15271525 IN COOK COUNTY, ILLINOIS.**

**COMMON ADDRESS: 1300 HACKBERRY LANE WINNETKA, ILLINOIS 60093**  
**PIN # 05-18-03-070-0000**

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