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RECORDATION REQUESTED BY: **EDENS BANK** 3245 WEST LAKE AVENUE WILMETTE, IL 60091

Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 05/16/2003 04:39 PM Pg: 1 of 4

WHEN RECORDED MAIL TO: **EDENS BANK** 3245 WEST LAKE AVENUE WILMETTE, IL 60091

TAX NOTICES TO:

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

EDENS BANK 3245 WEST LAKE AVENUE WILMETTE, IL 60091

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 2, 2003, is made and executed between C. L. Botthof, Jr. a/k/a. Charles L. Botthof Jr. and Sharon Cottone Botthof, whise address is 107 Andover Road, Prospect Heights, IL 60070. (referred to below as "Grantor") and EDENS BANK, whose address is 3245 WES ↓ LAKE AVENUE, WILMETTE, IL 60091 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 21, 1996 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Office of Cook County Recorder of Deeds as Document Number 96531875.

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

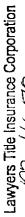
Lot 10 in Estates of Somerset Park Phase II, being a subdivision in the South 1/2 of the Southwest 1/4 of Section 15, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded January 8, 1987 as Document #87013578, in Cook County, Illinois.

The Real Property or its address is commonly known as 107 Andover Road, Prospect Heights, IL 60070. The Real Property tax identification number is 03-15-313-003

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

Principal increase to \$150,000.00. Decrease interest rate to an initial rate of 3.5%. All other terms and conditions remain unchanged. .

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



## MODIFICATION OF MORTGAGE (Continued)

Loan No: 900112748

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makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by virtue of this 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 ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE IS DATED MAY 2, 2003.

X C. E. Botihot, Jr. a/k/a. Cheriese L. Botihot Jr., Individually
X Sharon Cottone Botthot, Individually
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## MODIFICATION OF MORTGAGE

(Continued) Page 3 Loan No: 900112748 INDIVIDUAL ACKNOWLEDGMENT ) SS On this day before me, the undersigned Notary Public, personally appeared C. L. Botthof, Jr. a/k/a. Charles L. Botthof Jr. and Sharo 1 Cottone Botthof, 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 Residing at Notary Public in and for the State of My commission expires LENDER ACKNOWLEDGMENT STATE OF Illinois ) SS **COUNTY OF** On this before me, the undersigned Notary Public, personally appeared Evangelene A. and known to me to be the \_\_\_\_, 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 Residing at Wil Mette, FE: 60091. Notary Public in and for the State of \_\_\_ My commission expires "OFFICIAL SEAL" YOGESH J. PATEL Notary Public, State of Illinois My Commission Expires 4-17-2004

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(Continued)

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