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RECORDATION REQUESTED BY:

State Bank of Countryside 6734 Joliet Road Countryside, IL 60525 Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 05/21/2003 08:06 AM Pg: 1 of 3

WHEN RECORDED MAIL TO:

State Bank of Countryside 6734 Joliet Road Countryside, IL 60525

**SEND TAX NOTICES TO:** 

Berhane Shiferaw Atsede Yimer 336 W. Morris Ava Lombard, IL 60145

FOR RECORDER'S USE ONLY

jay

This Modification of Mortgage prepared by:

C.T.I./CY

Angela M. Rutledge, Senior Administrative Assistant State Bank of Countryside 6734 Joliet Road Countryside, IL 60525

A00190765

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 2, 2003, is made and executed between Berhane Shiferaw and Atsede Yimer (referred to below as "Grantor") and State Bank of Countryside, whose address is 6734 Joliet Road, Countryside, IL 60525 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 22, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED ON 10-29-2002 AS DOCUMENT NUMBER 0021189632.

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

LOT 7 IN BLOCK 6 IN LEHMANN SUBDIVISION OF LOT 4 IN THE ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3462 N. Clark, Chicago, IL 60657. The Real Property tax identification number is 14-20-409-024

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

PRINCIPAL INCREASE OF \$30,000.00.

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 Lender in writing. Any maker or endorser, including accommodation makers, shall not be released

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#### MODIFICATION OF MORTGAGE

Loan No: 907030099-3

(Continued)

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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 AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 2, 2003.

**GRANTOR:** Berhane Shiferaw, Incividually Atsede Yimer, Individually LENDER: INDIVIDUAL ACKNOWLEDGMENT ) SS On this day before me, the undersigned Notary Public, personally appeared Berhane Stilleraw and Atsede Yimer, to me known to be the individuals described in and who executed the Modification on Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and My commission expires MARK HILTON KNIGHT NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. APR. 4,2004

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### MODIFICATION OF MORTGAGE

(Continued) Page 3 Loan No: 907030099-3 LENDER ACKNOWLEDGMENT } STATE OF ) SS **COUNTY OF** before me, the undersigned Notary On this and known to me to be the Public, personally appleared , eutnorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instruction 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 exthorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender. Residing at OFFICIAL SEAL Notary Public in and for the State of ANCELA M RUTLEDGE NOTARY PUBLIC STATE OF ILLINOIS My commission expires