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Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 06/19/2003 02:48 PM Pg: 1 of 5

MORTGAGE MODIFICATION AGREEMENT (ILLINOIS)

FOR THE PROTECTION OF THE OWNER, THIS MODIFICATION AGREEMENT SHALL BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED

This instrument prepared By and After Recording return to:

Jerry H. Biederman Esq.
Neal, Gerber & Eisenberg
2 N. LaSalle Street
Suite 2400
Chicago, Illinois 60602

(The Above Space for Recorders Use Only)

THIS AGREEMENT made as of the 8th day of June, 2003 by and between Lee W. Weisgal and Maria C. Weisgal, husband and wife, whose address is 9023 Lincolnwood, Evanston, Illinois, 60203, being hereinafter referred to as the "Borrower" and Cedar Glen Investments, an Illinois general partnership, maintaining its principal office c/o Solomon A. Weisgal, Ltd., 120 South Riverside Plaza, Suite 1620 Chicago, Illinois 60606, said Company together with its successors and assigns, including each and every holder from time to time of the Note (as hereinafter defined) being hereinafter referred to as the "Mortgagee";

WITNESSETH:

WHEREAS, the Mortgagee has heretofore loaned the Borrower the principal sum of One Hundred Ten Thousand and no/100 Dollars (\$110,000.00) which loan is evidenced by an installment note being hereinafter referred to as the "Note", dated as of March 7, 1994 executed by Borrower and payable to the order of the Mortgagee, with final payment due on March 7, 2009.

WHEREAS, the Note is secured by a first mortgage of even date therewith being hereinafter referred to as the "Mortgage" executed by Borrower creating a lien on certain real property located in Cook County, Illinois and legally described on Exhibit A attached hereto, which Mortgage was recorded with the County Clerk for said County on March 10, 1994 as Document Number 94221570.

WHEREAS, the Borrower and the Mortgagee desire to modify the terms for the payment of the Note as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, on the receipt and sufficiency of which are hereby

By 26

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acknowledged, the Borrower and the Mortgagee do hereby agree to modifying the Note as follows:

1. The principal indebtedness evidenced by the Note presently outstanding is Fifty Four Thousand Five Hundred Fifty and 88/100 Dollars (\$54,550.88) which shall be paid as follows:

Fifty Four Thousand Five Hundred Fifty and 88/100 Dollars (\$54,550.88) and interest from June 8, 2003 on the balance of principal remaining from time to time unpaid at the rate of four point six five percent (4.65%) per annum payable in installments (including principal and interest) of Nine Hundred Two and 51/100 (\$902.51) on the 7th day of July, 2003 and on the seventh day of each month thereafter with a final payment due on March 7, 2009

2. All references in the Mortgage to the Note shall refer to the Note as herein modified.

3. The Borrower hereby restates and reaffirms each and every representation, warrant, covenant and agreement contained in the Note and the Mortgage as fully as if such representations, warranties, covenants and agreements were set forth herein.

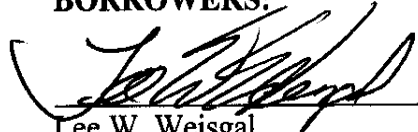
4. Except as hereinabove modified and amended, the Note and Mortgage and all of the terms, conditions and provisions thereof, shall in all respects remain unmodified and unchanged and shall continue to serve as evidence of the indebtedness or as security for indebtedness described therein. Without limiting the generality of the foregoing, all provisions of the Note and Mortgage, as respectively amended herein, relating to the defaults in payment of principal, interest or other amounts, with respect to other defaults with respect to obligations of the Borrower, and with respect to remedies of the Mortgagee, shall continue to be as provided in the Note and the Mortgage, as amended herein, without chance of modification.

5. It is the express intention and agreement of the parties hereto that neither the modification of the Note and Mortgage or any change of the maturity or terms thereof as provided aforesaid is intended nor shall be construed as an extinguishment, revocation, satisfaction or discharge of any of the liabilities or obligations under the Note and the Mortgage, or any guaranty thereof. The execution of this Agreement by the Mortgagee shall not be deemed to be a waiver of its rights under any other agreement, note, mortgage, trust deed, security agreement, assignment instrument, guaranty or other document on the part of the Mortgagee in exercising any right nor shall operate as a waiver of such right or any other rights. A waiver and revocation shall not be construed as a bar or waiver of any right or remedy on any future occasion. All of the Mortgagee's rights and remedies whether evidenced by the Mortgage hereby or by any other agreement, guaranty, mortgage, trust deed, note, security agreement, assignment, instrument or other document shall be cumulative and in addition to all other rights and remedies granted to the Mortgagee at law or in equity and may be exercised from time to time as often as deemed expedient by the Mortgagee.


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IN WITNESS WHEREOF, the Mortgagee and Borrower have affixed their hands and seals as of the 8th day of June, 2003.

BORROWERS:



Lee W. Weisgal

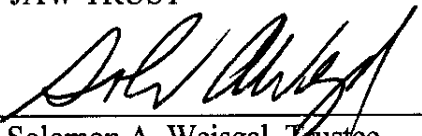


Maria C. Weisgal

MORTGAGEE:

CEDAR GLEN INVESTMENTS

By: JAW TRUST

By: 

Solomon A. Weisgal, Trustee

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, SANDRA K. HARTMANN, a Notary Public and for the County and State aforesaid, do hereby certify that Lee W. Weisgal and Maria C. Weisgal, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 8 day of June, 2003.

Notary Public



My Commission Expires:

Sandra K. Hartmann

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, Terry A. Burns, a Notary Public in and for said County in the State aforesaid, do hereby certify that Solomon A. Weisgal personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee of SAW Trust, for Cedar Glen Investments, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company as aforesaid, for the uses and purposes therein set forth.

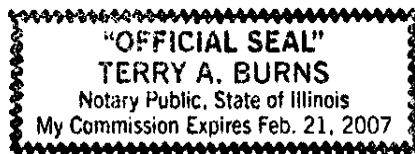
GIVEN under my hand and Notarial Seal this 8 day of June, 2003

Notary Public

My Commission Expires:

2/21/07

Terry A. Burns



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOTS 512 TO 549, INCLUSIVE, AND THE NORTH AND SOUTH 16 FOOT WIDE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOTS 531 TO 549, INCLUSIVE, AND LYING WEST OF AND ADJOINING SAID LOTS 512 TO 530, INCLUSIVE, TAKEN AS A TRACT, IN SWENSON BROTHERS 4TH ADDITION TO COLLEGE HILL, BEING A SUBDIVISION OF THE SOUTH ½ (EXCEPT THE NORTHWEST ¼ THEREOF) OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED TRACT, BEING ALSO THE SOUTHWEST CORNER OF LOT 549, AFORESAID, THENCE NORTH 00 DEGREES 06 MINUTES 27 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT, BEING ALSO THE EAST LINE OF LINCOLNWOOD AVENUE, 276.25 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 49.69 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 24.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 76.02 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 24.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 76.02 FEET, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 27237144.

P.I.N.: 10-14-411-042

COMMONLY KNOWN AS: 9023 LINCOLNWOOD
EVANSTON, IL 60203

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