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RECORDATION REQUESTED BY: LABE BANK 4343 N. ELSTON AVE. CHICAGO, IL 60641

WHEN RECORDED MAIL TO: LABE BANK 4343 N. ELOTON AVE. CHICAGO, IL 60641



Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 07/25/2003 02:03 PM Pg: 1 of 3

FOR RECORDER'S USE ONLY

Real Estate Index _ R1073637

This Modification of Mortgage prepared by:

Virginia Garcia Labe Federal Bank 4343 N. Elston Ave Chicago, IL 60641 Note#36

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 26, 2003, is made and executed between DAN T. ZELAZO, HUSBAND and PAMELA M. ZELAZO, WIFE (referred to below as "Grantor") and LABE BANK, whose address is 4343 N. ELSTON AVE., CHICAGO, IL 60641 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 25, 2000 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE RECORDED JUNE 11, IN THE COOK COUNTY RECORDER OFFICE OF DEEDS AS DOCUMENT NUMBER 99562472; MORTGAGE RECORDED JUNE 20, 2000 IN THE COOK COUNTY RECORDER OFFICE OF DEEDS AS DOCUMENT NUMBER 00454908.

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

LOTS 333 AND 334 IN WILLIAM ZELOSKY'S COLONIAL GARDENS, A SUBDIVISION OF THE WEST FRACTIONAL HALF OF THE SOUTH EAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4915 N. AUSTIN AVE, CHICAGO, IL 60630. The Real Property tax identification number is 13-08-417-034 and 13-08-417-035

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

INCREASE LOAN AMOUNT FROM \$40,000.00 TO \$ 80,000.00; EXTEND MATURITY DATE FROM MAY 25, 2003 TO JUNE 25, 2004.

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

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MODIFICATION OF MORTGAGE

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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.

DUE ON FURTHER ENCUMBRANCE. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the recording of any further encumbrance of the Real Property. However, Lender shall not exercise this option if federal or Illinois law prohibits such exercise.

ADDITIONAL RIGHTS. NOTWITHSTANDING ANY OTHER PROVISIONS SET FORTH HEREIN THE GRANTOR HEREBY AUTHORZIFS LENDER TO FILE UNSIGNED FINANCING STATEMENTS AND AMENDMENTS WITH RESPECT TO LENDER'S SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY AS DESCRIBED IN THIS MORTGAGE DOCUMENT AS THE LENDER DEEMS REASONABLE AND NECESSARY IN ITS SOLE DESCRETION. .

DUE ON SALE. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property. or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right. title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-ortion contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Paal Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than tiventy-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by rederal law or by Illinois law.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DIE CONTROL MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 26, 2003.

GRANTOR:

DAN T. ZELAZO, Individe

PAMELA M. ZELAZO, Individually

LENDER:

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(Continued)

Loan No: Note#36 Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF ________________) SS COUNTY OF On this day before the, the undersigned Notary Public, personally appeared DAN T. ZELAZO and PAMELA M. ZELAZO, 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 Coak County By_ Notary Public in and for the State of 09-12-06 My commission expires _ OFFICIAL SEAL SONIA RODRIĞLIEZ LENDER ACKNOWLEDGMENT) SS COUNTY OF ____Cask_ On this 26th day of June _______, 200 3 before me, the unusysigned Notary Public, personally appeared Michael Dener 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 Cook Country Ву My commission expires 09-12-06

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