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0326140048

RECORDATION REQUESTED BY:

Broadway Bank
5960 N Broadway
Chicago, IL 60660

Doc#: 0326140048
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 09/18/2003 03:27 PM Pg: 1 of 3

WHEN RECORDED MAIL TO:

Broadway Bank
5960 N Broadway
Chicago, IL 60660

SEND TAX NOTICES TO:

Broadway Bank
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Chicago, IL 60660

FOR RECORDER'S USE ONLY

Real Estate Index R 1008294

This Modification of Mortgage prepared by:



Broadway Bank
5960 N Broadway
Chicago, IL 60660

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AS

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 11, 2003, is made and executed between Robert D. Sphatt (396-38-3953), whose address is 1143 West North Shore, Chicago, IL 60626 and James M. Schneider (459-33-5548), IN JOINT TENANCY, whose address is 1143 West North Shore, Chicago, IL 60626 (referred to below as "Grantor") and Broadway Bank, whose address is 5960 N Broadway, Chicago, IL 60660 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 18, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED ON JANUARY 23, 2002 IN THE OFFICE OF COOK COUNTY RECORDERS OFFICE AS DOCUMENT #0020093053.

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

THE WEST 33 1/3 FEET OF LOT 4 IN OLIVER M. CARSON'S LAKE SHORE SUBDIVISION IN THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1143 W. North Shore, Chicago, IL 60626. The Real Property tax identification number is 11-32-402-005-0000

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

INDEBTEDNESS (MAXIMUM LIEN AMOUNT): AT NO TIME SHALL THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THIS MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE, EXCEED THE NOTE AMOUNT OF \$200,000.00.

THE FOLLOWING MORTGAGE HAS BEEN MODIFIED AS FOLLOWS: 1.) THE MATURITY DATE IS EXTENDED TO SEPTEMBER 11, 2004. 2.) ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.....

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

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Property of Cook County Clerk's Office

X James M. Schneider
(Seal) Authorized Signer

LENDER:

X James M. Schneider
(Seal) James M. Schneider (459-33-5548), Individually

X Robert D. Sphatt
(Seal) Robert D. Sphatt (396-38-3953), Individually

GRANTOR:

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 11, 2003. THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

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 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.

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 309300

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF Cook County) SS
)

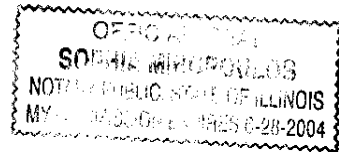
On this day before me, the undersigned Notary Public, personally appeared **Robert D. Sphatt (396-38-3953) and James M. Schneider (459-33-5548)**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of SEPTEMBER, 2003

By Sophia M. Mikropoulos Residing at 5960 N. BROADWAY

Notary Public in and for the State of ILLINOIS

My commission expires 6/28/04



LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF Cook County) SS
)

On this 11th day of SEPTEMBER, 2003 before me, the undersigned Notary Public, personally appeared GLORIA SQUERES and known to me to be the LOAN OFFICER / VP, 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.

By Marina Pratikakis Residing at 5960 N. BROADWAY

Notary Public in and for the State of ILLINOIS

My commission expires 7/14/05

