

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

COLE TAYLOR BANK
1642 W. 47th Street
Chicago, IL 60609

WHEN RECORDED MAIL TO:

COLE TAYLOR BANK
1642 W. 47th Street
Chicago, IL 60609

SEND TAX NOTICES TO:

Juvenal G. Garcia
%La Kermese Corp. - 3002 W. 26th Street
Chicago, IL 60623-4128



04039490

DEPT-01 RECORDING \$23.50
147777 TRAN 1575 12/13/94 09:52:00
17859 DW *-04-039490
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 30, 1994, BETWEEN Juvenal G. Garcia, married to Josefina Garcia, (referred to below as "Grantor"), whose address is %La Kermese Corp. - 3002 W. 26th Street, Chicago, IL 60623-4128; and COLE TAYLOR BANK (referred to below as "Lender"), whose address is 1642 W. 47th Street, Chicago, IL 60609.

MORTGAGE. Grantor and Lender have entered into a mortgage dated September 1, 1993 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded September 13, 1993 as Document #9-729785 and extended in the Extension Agreement dated April 30, 1994 and recorded in Cook County Recorder's Office on June 9, 1994 as Document #94511312

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

THE SOUTH 85 FEET OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF SACRAMENTO AVENUE NORTH OF NORTH LINE OF 26TH STREET AND WEST OF WEST LINE OF CASS SUBDIVISION OF EAST 30 ACRES OF SOUTH 64 ACRES OF THE NORTHWEST 1/4 OF SECTION 26 AFORESAID, ACCORDING TO MAP OF SAID SUBDIVISION RECORDED JUNE 29, 1886 AS DOCUMENT NUMBER 730704, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2956-58 West 26th Street, Chicago, IL 60623-4128. The Real Property tax identification number is 16-25-127-028.

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

The word "Note" in the Mortgage is hereby amended to mean the Secured Revolving Note from Juvenal G. Garcia to Lender dated September 1, 1993 in the amount of \$50,000.00 together with all renewals of, modifications of, extensions of, refinancings of, consolidations of, and substitutions for the promissory note.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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 remain 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X Juvenal G. Garcia
Juvenal G. Garcia

LENDER:

COLE TAYLOR BANK

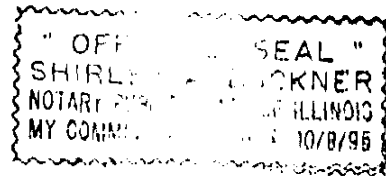
By: [Signature]
Authorized Officer

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)



On this day before me, the undersigned Notary Public, personally appeared Juvenal G. Garcia, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of December, 19 94.

By Shirley A. Buckner Residing at Chicago, Illinois

Notary Public in and for the State of Illinois My commission expires 10/8/95

LENDER ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 19____, before me, the undersigned Notary Public, personally appeared _____ 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.

By _____ Residing at _____

Notary Public in and for the State of _____ My commission expires _____

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