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RECORDATION REQUESTED BY: COLE TAYLOR BANK WEALTH MANAGEMENT 111 W. WASHINGTON CHICAGO, IL 60602

WHEN RECORDED MAIL TO: Cole Taylor Bank **Loan Services** P.O. Box 88452 - Dept A

Chicago, IL 60680-8452

Doc#: 0501433123 Eugene "Gene" Moore Fee: \$30.00

Cook County Recorder of Deeds Date: 01/14/2005 11:18 AM Pg: 1 of 4

SEND TAX NOTICES 10: Terry M. Schlade 555 W. Madison, #1210 Chicago, IL 60661

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

COLE TAYLOR BANK COLE TAYLOR BANK P.D. BOX 88452-DEPT. A CHICAGO, IL 60680

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 29, 2004 is made and executed between Terry M. L Schlade (referred to below as "Grantor") and COLE TAYLOR BANK, whose address is 111 W. WASHINGTON, CHICAGO, IL 60602 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 29, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded August 10, 1998 in the Cook County Recorder's Office as Document Number 98700336 and as Assignment of All Rents dated June 29, 1998 and recorded August 8 1998 in the Cook County Recorder's Office as Document Number 98700337.

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

UNIT 816 AS DELINEATED ON SURVEY OF LOT 4 (EXCEPT THEREFROM THE NORTHERLY 20 FEET THEREOF AND EXCEPT THEREFROM THE WESTERLY 125 FEET 3/4 INCHES THEREOF) LOT 5, (EXCEPT THEREFROM THE WESTERLY 125 FEET 3/4 INCHES THEREOF) LOT 6, (EXCEPT THEREFROM THE WESTERLY 125 FEET 3/4 INCHES THEREOF) LOT 7, (EXCEPT THEREFROM THE WESTERLY 125 3/4 INCHES THEREOF), ALL IN BLOCK 7 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 TO 37, ALL INCLUSIVE, IN PINE GROVE, BEING PART OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO THAT STRIP OF LAND LYING WEST OF THE WESTERLY LINE OF SHERIDAN ROAD ACCORDING TO THE PLAT THEREOF RECORDED MARCH 5, 1896 AS DOCUMENT NUMBER 2355030 IN BOOK 69 OF PLATS, PAGE 41, AND EAST OF THE EASTERLY LINE OF SAID LOTS 5, 6, AND 7 AND EASTERLY OF SAID LOT 4 (EXCEPT THE NORTHERLY 20 FEET THEREOF) IN BLOCK 7 IN HUNDLEY'S SUBDIVISION AFORESAID AND BETWEEN THE NORTHERLY LINE EXTENDED OF SAID LOT 4 (EXCEPT THE NORTHERLY 20 FEET THEREOF) AND THE SOUTHERLY LINE OF SAID LOT 7, BOTH LINES CONTINUE STRAIGHT TO INTERSECT THE WESTERLY LINE OF SAID SHERIDAN ROAD IN FRACTIONAL SECTION 21, TOWNSHIP

BOX 333-CT

MODIFICATION OF MORTGAGE

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40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED TO AS PARCEL), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 11, 1974 AND RECORDED AUGUST 5, 1977 KNOWN AS TRUST NUMBER 32680 AND 40979 RESPECTIVELY IN THE OFFICE OF THE REGISTRAR OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER LR 2983544, TOGETHER WITH AN UNDIVIDED 100 PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3600 N. Lake Shore Drive, Unit 816, Chicago, IL 60613. The Real Property tax identification number is 14-21-110-020-1150

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

The principal balance of the Promissory Note secured by the aforesaid Mortgage has been increased the date of this Modification of Mortgage from \$150,000.00 to \$230,000.00. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$400,000,00.

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 o 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED **DECEMBER 29, 2004.** Office

GRANTOR:

Terry M. Schlade

LENDER:

COLE TAYLOR BANK

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

(Continued) Page 3 Loan No: 0001 INDIVIDUAL ACKNOWLEDGMENT STATE OF IMMOS) SS On this day before inc. the undersigned Notary Public, personally appeared Terry M. Schlade, 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. 3 day of <u>JAMUARI</u>, 20<u>05</u> Given under my hand and official seal this __ Residing at Notary Public in and for the State of NOTARY PUBLIC STATE OF ILLINOIS My commission expires My Commission Expires 04/29/2007 LENDER ACKNOWLEDGMENT) SS COUNTY OF MORE before me, the undersigned Notary day of _ Public, personally appeared PNARIN THORNTON 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 Notary Public in and for the State of IlliNoic My commission expires

OF CIAL SEAL
FRANCING M. WILLIAMS
NOTARY FIGURE STATE OF ILLINOIS
My Commission Expires 04/29/2007

OFFICIAL COMMODIFICATION OF MORTGAGE

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