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0502520079

RECORDATION REQUESTED BY:
HINSDALE BANK & TRUST
CO.
25 E. FIRST STREET
HINSDALE, IL 60521

Doc#: 0502520079
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 01/25/2005 02:31 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
HINSDALE BANK & TRUST
CO.
25 E. FIRST STREET
HINSDALE, IL 60521

SEND TAX NOTICES TO:
HINSDALE BANK & TRUST
CO.
25 E. FIRST STREET
HINSDALE, IL 60521

FOR RECORDER'S USE ONLY

REI TITLE SERVICES # BW08292



30X169

This Modification of Mortgage prepared by:

Mary Kate McBride
HINSDALE BANK & TRUST CO.
25 E. FIRST STREET
HINSDALE, IL 60521



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 10, 2005, is made and executed between Donald A. Spetter and Denise B. Spetter, his wife, as joint tenants (referred to below as "Grantor") and HINSDALE BANK & TRUST CO., whose address is 25 E. FIRST STREET, HINSDALE, IL 60521 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 25, 3004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded April 14, 2004 In the Cook County Recorders Office as Document # 0410542167.

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

LOT 48 IN BLOCK 12 IN WILLIAMS' RESUBDIVISION OF PART OF BLOCKS 11 AND 12 OF EAST HINSDALE AND WESTERN SPRINGS RESUBDIVISION OF PART OF EAST HINSDALE, IN THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES ON MARCH 2, 1988 IN BOOK 28 OF PLATS, PAGE 29 AS DOCUMENT 928204, ALSO THAT PART OF LOT 49 DESCRIBED AS FOLLOWS: TO WIT; COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 49; THENCE SOUTH ON THE WEST LINE THEREOF TO THE SOUTHWEST CORNER OF SAID LOT; THENCE EAST ON THE SOUTH LINE THEREOF TO THE CENTER OF SAID SOUTH

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LINE; THENCE NORTH TO THE CENTERPOINT OF THE NORTH LINE THEREOF; THENCE WEST ON THE NORTH LINE THEREOF TO THE PLACE OF BEGINNING IN WILLIAMS' RESUBDIVISION OF LOTS 31, 32, 33, 34, 35, AND 36 IN BLOCK 11 AND LOTS 2, 3, 4, 8, 9, 10, 11, 12, 13, 14, AND 16 AND PART OF LOT 1 IN BLOCK 12 OF THE WESTERN SPRINGS RESUBDIVISION OF PART OF EAST HINSDALE AND LOTS 8, 9, 13, 14, 15, AND 16 AND 17 OF SAID BLOCK 11 AND LOTS 3, 4, 5, 14, 15, 16, 17, AND 18 AND PARTS OF LOTS 1, 2, 6, 7, 8, AND 19 IN SAID BLOCK 12 OF EAST HINSDALE SUBDIVISION OF SAID EAST HINSDALE, BEING A SUBDIVISION OF THE EAST 1/2 OF SECTION 6 AND THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, LYING NORHT OF CHICAGO BURLINGTON AND QUINCY RAILROAD, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1345 Chestnut Street, Western Springs, IL 60558. The Real Property tax identification number is 18-06-400-003-0000

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

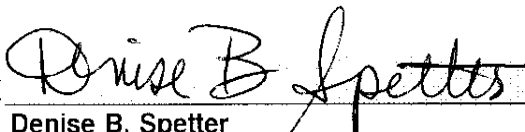
Increase Principal to \$200,000.00 from \$100,000.00.

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 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 10, 2005.

GRANTOR:

x 
Donald A. Spetter

x 
Denise B. Spetter

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LENDER:

HINSDALE BANK & TRUST CO.

X *Denise B. Fitzgerald*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

On this day before me, the undersigned Notary Public, personally appeared **Donald A. Spetter and Denise B. Spetter**, 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.

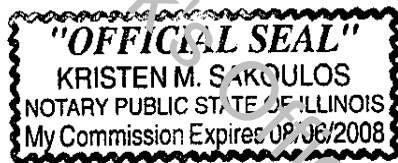
Given under my hand and official seal this 17th day of JANUARY, 20 05

By *Kristen M. Sakoulos*

Residing at HINSDALE BANK AND TRUST CO.

Notary Public in and for the State of ILLINOIS

My commission expires 08/06/08



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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF DUPAGE)

On this 17th day of JANUARY, 2005 before me, the undersigned Notary Public, personally appeared LORI C. RITZERT and known to me to be the ASST. VICE PRESIDENT 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 Kristen M. Sakoulos Residing at HINSDALE BANK AND TRUST CO.

Notary Public in and for the State of ILLINOIS

My commission expires 08/06/08



Cook County Clerk's Office