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1998-12-11 12:12:20
Cook County Recorder 25.00



RECORDATION REQUESTED BY:

COLE TAYLOR BANK
1542 W. 47th Street
Chicago, IL 60609

WHEN RECORDED MAIL TO:

Cole Taylor Bank
Loan Services
P.O. Box 909743
Chicago, IL 60690-9743

SEND TAX NOTICES TO:

Juan G. Muniz and Cirilia Muniz
A/K/A Cirila Muniz
4822 S. Keating
Chicago, IL 60632

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by: Cole Taylor Bank (Loan Services - IL)
P.O. Box 909743
Chicago, IL. 60690-9743

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 1, 1998, BETWEEN Juan G. Muniz and Cirilia Muniz A/K/A Cirila Muniz, his wife, in joint tenancy (referred to below as "Grantor"), whose address is 4822 S. Keating, Chicago, IL 60632; and COLE TAYLOR BANK (referred to below as "Lender"), whose address is 1542 W. 47th Street, Chicago, IL 60609.

MORTGAGE. Grantor and Lender have entered into a mortgage dated April 5, 1996 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded April 24, 1996 in the Cook County Recorder's Office as Document Number 96-309142

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

LOT 29 (EXCEPT THE NORTH HALF THEREOF) IN BLOCK 8 IN FREDERICK H. BARTLETT'S CENTERFIELD, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4822 S. Keating, Chicago, IL 60632. The Real Property tax identification number is 19-10-107-044.

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

The credit limit of the "Home Equity Line of Credit Agreement and Note" - renewed as a "Promissory Note" - secured by the aforesaid mortgage has been increased the date of this Modification of Mortgage from \$20,300.00 to \$31,000.00. 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 \$62,000.00.

The interest rate to be applied to the outstanding principal balance from time to time shall be at a rate 7.95% per annum.

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 retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is

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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 Juan G. Muniz
Juan G. Muniz

X Cirilia Muniz A/K/A Cirila Muniz
Cirilia Muniz A/K/A Cirila Muniz

LENDER:

COLE TAYLOR BANK

By: Manoel Samuel
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared Juan G. Muniz and Cirilia Muniz A/K/A Cirila Muniz, 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 1st day of December, 19 98.

By Dorothy M. Chaplick Residing at Chicago, Cook County, IL

Notary Public in and for the State of Illinois

My commission expires _____



12-01-1998
Loan No 21762

MODIFICATION OF MORTGAGE
(Continued)

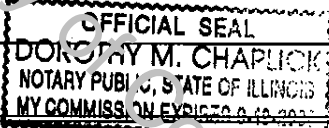
LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)

On this 1st day of December, 1998, before me, the undersigned Notary Public, personally appeared MARISOL HERRACH and known to me to be the Personal Banker, 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 Dorothy M. Chaplick Residing at Chgo, Cook County, IL
Notary Public in and for the State of Illinois

My commission expires _____



Cook County Clerk's Office