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1999-11-08 09:42:45
Cook County Recorder 25.50

RECORDATION REQUESTED BY:

Midwest Bank and Trust Company
1606 N. Harlem Avenue
Elmwood Park, IL 60707

WHEN RECORDED MAIL TO:

Midwest Bank and Trust Company
1606 N. Harlem Avenue
Elmwood Park, IL 60707

SEND TAX NOTICES TO:

Midwest Bank and Trust Company
1606 N. Harlem Avenue
Elmwood Park, IL 60707



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Midwest Bank and Trust Company
1606 N Harlem Avenue
Elmwood Park, Illinois 60707

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 1, 1999, BETWEEN James A. Battista and Virginia Battista (referred to below as "Grantor"), whose address is 2212 N Sayre Avenue, Chicago, IL 60707; and Midwest Bank and Trust Company (referred to below as "Lender"), whose address is 1606 N. Harlem Avenue, Elmwood Park, IL 60707.

MORTGAGE. Grantor and Lender have entered into a mortgage dated September 29, 1994 (the "Mortgage") recorded in Cook County, State of Illinois as follows:
recordrd as document #94978598

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

Lot 9 in Block 16 in Mont Clare a Subdivision of the North 1/2 of the Northwest 1/4 of Section 31 and part of the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as **2212 N Sayre Avenue, Chicago, IL 60707.** The Real Property tax identification number is 13-31-114-016.

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

Said remaining indebtedness of \$107,456.34 shall be paid on or before 10/1/2009. The interest rate shall remain 8.25%. The monthly payments of principal and interest shall be made beginning 11/1/99 in the amount of \$847.25 to be applied first to interest and the balance to principal until said indebtedness is paid in full (not to exceed 10/01/2009).

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 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

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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 [Signature]
James A. Battista

X [Signature]
Virginia Battista

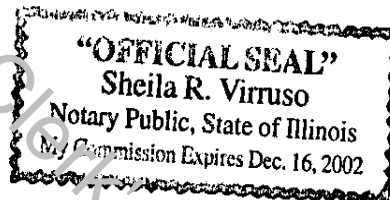
LENDER:

Midwest Bank and Trust Company

By: [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)



On this day before me, the undersigned Notary Public, personally appeared **James A. Battista** and **Virginia Battista**, 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 October, 19 99.
By [Signature] Residing at Elmwood Park

Notary Public in and for the State of Illinois

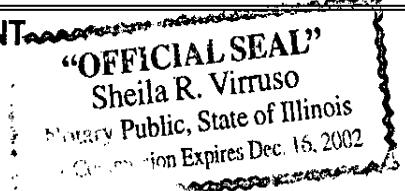
My commission expires 12-16-02

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10-01-1999

**MODIFICATION OF MORTGAGE
(Continued)**

LENDER ACKNOWLEDGMENT



STATE OF Illinois)

COUNTY OF Cook) ss

On this 1st day of October, 19 99, before me, the undersigned Notary Public, personally appeared Stephen Consi and known to me to be the Asst V.P., 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 Sheila R. Virruso Residing at Elmwood Park

Notary Public in and for the State of Illinois

My commission expires 12-16-02

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