

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Cole Taylor Bank
5501 W. 79th St.
Burbank, IL 60459

95010728

95010728

DEPT. OF RECORDING

11:00:03 1994 07:00 01/04/94 10344:00

95010728

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 1, 1994, BETWEEN Cole Taylor Bank, as Trustee, (referred to below as "Grantor"), whose address is 5501 W. 79th St., Burbank, IL 60459; 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 October 18, 1991 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded by the Cook County Recorder of Deeds on October 28, 1991 as document #91-561215

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

LOT 5 IN BLOCK 3 IN DEARLOVE'S SUBDIVISION OF THE SOUTH 5 ACRES OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1714 W. 46th St. / 4559 S. Hermitage, Chicago, IL 60609. The Real Property tax identification number is 20-06-415-023.

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

The word "Note" in the mortgage is hereby amended to mean the Secured Installment Note dated October 18, 1991 between Cole Taylor Bank as trustee under Trust Agreement dated September 24, 1991 and known as Trust Number 91-2049 (Borrower) and Cole Taylor Bank (Lender) in the original amount of \$97,500.00, together with all renewals of, modifications of, extensions of, refinancings of, consolidations of, and substitutions for the 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 retain as liable all parties to the Mortgage and all parties, makers and endorser 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. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS TRUST NUMBER 91-2049 AND DATED SEPTEMBER 24, 1991.

BORROWER:

Cole Taylor Bank

By: Lucille C. Hart
Trustee Trust Officer

By: Patricia A. Dymek
Trustee Customer Service Office

LENDER:

COLE TAYLOR BANK

By: Harold (Hottel)
Authorized Officer

2350
BANK

55010728

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)



On this 19 day of December, 19 94, before me, the undersigned Notary Public, personally appeared Trustee of Cole Taylor Bank, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature] Residing at [Address]
Notary Public In and for the State of ILLINOIS My commission expires [Date]

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 19____, before me, the undersigned Notary Public, personally appeared Trustee of Cole Taylor Bank, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By _____ Residing at _____
Notary Public In and for the State of _____ My commission expires _____

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, executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, 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 _____