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RECORDATION REQUESTED BY:

Harris Bank Winnetka, N.A.
520 Green Bay Road
P.O. Box 216
Winnetka, IL 60093

96395138**WHEN RECORDED MAIL TO:**

Harris Bank Winnetka, N.A.
520 Green Bay Road
P.O. Box 216
Winnetka, IL 60093

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by: **STEPHEN M. BINDI**



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MAY 8, 1996, BETWEEN JOHN T. BYRNE (referred to below as "Grantor"), whose address is 1705 COLONIAL LANE, NORTHFIELD, IL 60093; and Harris Bank Winnetka, N.A. (referred to below as "Lender"), whose address is 520 Green Bay Road, P.O. Box 216, Winnetka, IL 60093.

MORTGAGE. Grantor and Lender have entered into a mortgage dated February 7, 1994 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED ON MARCH 1, 1994 AS DOCUMENT #94184424 AT COOK COUNTY, ILLINOIS.

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

LOT 5 IN COLONIAL SQUARE BEING A SUBDIVISION OF LOT 1, IN SIEBEL'S RESUBDIVISION OF PART OF LOT 3 IN HAPP'S SUBDIVISION TOGETHER WITH LOT 10, IN SCHMIDT'S SUBDIVISION OF THAT PART OF LOT 2, IN SAID HAPP'S SUBDIVISION OF THE SOUTH 107 ACRES OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF HAPP ROAD AND EAST OF THE RIGHT OF WAY OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, ACCORDING TO THE PLAT OF SAID COLONIAL SQUARE REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MAY 29, 1968 AS DOCUMENT 2390469.

The Real Property or its address is commonly known as 1705 COLONIAL LANE, NORTHFIELD, IL 60093. The Real Property tax identification number is 05-19-314-026.

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

INCREASE LIMIT, AND EXTEND MATURITY DATE.

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.

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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 John T. Byrne
JOHN T. BYRNE

LENDER:

Harris Bank Winnetka, N.A.

By: James Bindi
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

) ss

COUNTY OF Cook

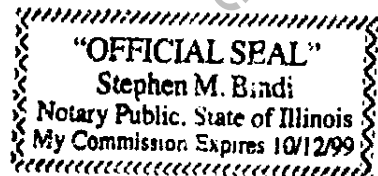
On this day before me, the undersigned Notary Public, personally appeared JOHN T. BYRNE, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 8th day of May, 19 96.

By Stephen M. Bindi Residing at _____

Notary Public in and for the State of _____

My commission expires _____



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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)

) ss

COUNTY OF COOK)

On this 8th day of May, 19 96, before me, the undersigned Notary Public, personally appeared THOMAS J BENDITT 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.

By [Signature] Residing at _____

Notary Public in and for the State of _____

My commission expires _____

“OFFICIAL SEAL”
Stephen M. Bindi
Notary Public, State of Illinois
My Commission Expires 10/12/99

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