UNOFFICIAL COPY

RECORDATION REQUESTED BY:

COLE TAYLOR BANK 350 E. Dundee Rd. Wheeling, IL 60090

WHEN RECORDED MAIL TO:

COLE TAYLOR BANK

Client Services

350 E. Dundee

Wheeling, IL 60090

SEND TAX NOTICES TO:

Oreal James and Vanessa Scott

5037 S. Prairie Ave., Garden Apt.

Chicago, IL 60615

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- DENT-UT RECONDING

\$25.50

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COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Cole Taylor Bank (Loan Services - CL) P.O. Box 909743

Chicago, II. 60690-9743

THIS THURWHIST IS BEING PLACED

OF RECORD BY INVESTORS TITLE

QUARANTES, AS AN ACCOMMODATION

CHLY. NO DETAILET EXAMINATION HAS

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JUNE 1 1297, BETWEEN Oreal James and Vanessa Scott James, his wife, in joint tenancy, (referred to below as "Crantor"), whose address is 5037 S. Prairie Ave., Garden Apt., Chicago, IL 60615; and COLE TAYLOR BANK (retained to below as "Lender"), whose address is 350 E. Dundee Rd., Wheeling, IL 60090.

MORTGAGE. Grantor and Lender have entered into a mortgage dated July 15, 1996 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded by the Cook County Recorder of Deeds on July 24, 1996 as document #96-862819

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

THE SOUTH 50 FEET OF THE NORTH 100 FEET OF BLOCK 6 IN CHARLES BUSDIES SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, 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 5037-39 S. Prairie, Chicago, IL 60637. The Real Property tax identification number is 20-10-122-007.

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

The last line of the definition of the word "Indebtedness" in the Mortgage is hereby deleted and the following inserted therefor: "At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advance to protect the security of the Mortgage, exceed \$104,000.00." (This is an increase from \$68,000.00 to \$104,000.00).

The Note, secured by the Mortgage, has been renewed and increased the date of this Modification of Mortgage. The principal amount of the Note has increased from \$68,000.00 to \$104,000.00. The Mortgage shall secure the increased principal amount of the Note.

THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mongage 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

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06-01-1997 Loan No 0002

MODIFICATION OF MORTGAGE

(Continued)

Page 2

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 fiable 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

Coot County Clert's Office

GRANTOR:

Oreal James

Vanessa Scott James

LENDER:

COLE TAYLOR BANK

Authorized Officer

06-01-1997 Loan No 0002

(Continued)

Page 3

INDIVIDUAL ACKNOWLEDGMENT			
STATE OF	Illinois) }\$\$	**COFFICIAL SUAL** **Ethel Flowers-Morns **Notary Public, State of 10 now \$ **My Commission Express Ovales*
COUNTY OF	Cook		? <u>સ્લોલાલાલાલાલાલાલા</u> લા
On this day before me, the undersigned Notary Public, personally appeared Oreal James and Vanessa Scott James, 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 m	hand and official seal this	lat day of June	. 19 97 .
By CYCHU	Chier- Hour	Residing at	850 W Jackson
By Color of The State of The St			
My commission expires 02/21/00			
LENCE? ACKNOWLEDGMENT			
	filnois	T C)	A Commence of the commence of
COUNTY OF Cook			
On this 1st day of June . 19 97 , before me, the undersigned Notary Public, personally appeared Anthony Spears and known to me to be the 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 suitorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and or oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate wall of said Lender.			
By CM (Residing at 850 W Jackson			
Notary Public in and for the State of Illinois			
My commission expires 02/21/00			

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