

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

COLE TAYLOR BANK  
One Yorktown Center  
Lombard, IL 60148

DEPT-01 RECORDING \$25.50

T#0000 TRAN 0365 09/12/97 11:07:00

**WHEN RECORDED MAIL TO:**

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

#1635 # DW \*-97-673138  
COOK COUNTY RECORDER

**SEND TAX NOTICES TO:**

Thomas J. Catalano  
11439 Burton Drive  
Westchester, IL 60154

97673138

FOR RECORDER'S USE ONLY

97673138

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 JULY 30, 1997, BETWEEN Thomas J. Catalano, divorced and not since remarried, (referred to below as "Grantor"), whose address is 11439 Burton Drive, Westchester, IL 60154; and COLE TAYLOR BANK (referred to below as "Lender"), whose address is One Yorktown Center, Lombard, IL 60148.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 21, 1995 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded July 17, 1995, in the Cook County Recorder's Office as Document Number 95460667

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

LOT 20 IN ASHLEY WOODS, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE WEST 30 RODS OF THE NORTH 21 AND 1/3 RODS THEREOF) OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7, 1987, AS DOCUMENT 87-546573, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 11439 Burton Drive, Westchester, IL 60154. The Real Property tax identification number is 15-30-418-020.

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

The word's "Home Equity Line of Credit Agreement" in the mortgage are hereby modified to mean the "Home Equity Line of Credit Agreement and Note" from Thomas J. Catalano to Cole Taylor Bank dated June 21, 1995, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Home Equity Line of Credit Agreement and Note.

The principal balance of the "Home Equity Line of Credit Agreement an Note" secured by the aforesaid mortgage has been increased the date of this Modification of Mortgage from \$27,000.00 to \$50,000.00. At no time shall the principal amount of indebtedness secured by the Mortgage, not including the sums advanced to protect the security of the Mortgage, exceed \$100,000.00.

The index currently is 8.50% per annum. The interest rate to be applied to the outstanding balance shall be at a rate of 0.5000 percentage point above the index if the outstanding balance is \$49,999.99 or lower, and at the current index if the outstanding balance is \$50,000.00 or higher.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

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Loan No 8357102

## MODIFICATION OF MORTGAGE (Continued)

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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.**

GRANTOR:

[Signature]  
Thomas J. Catalano

[Signature]

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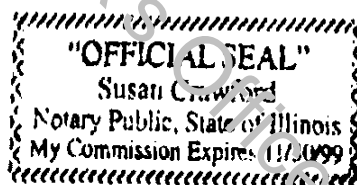
LENDER:

COLE TAYLOR BANK

By: Susan Crawford  
Authorized Officer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill  
COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared Thomas J. Catalano, 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 30 day of July, 19 97.

By Susan Crawford Residing at 107 Bank

Notary Public in and for the State of Ill

My commission expires 11 30 99

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )

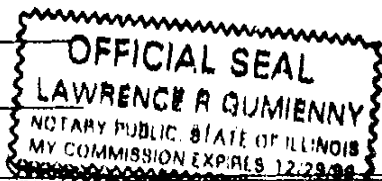
COUNTY OF DEPAGE ) ss

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 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 COO TAYLOR BANK

Notary Public in and for the State of ILLINOIS

My commission expires 12/29/99



COOK County Clerk's Office

97673138