

**RECORDATION REQUESTED BY:**

**COLE TAYLOR BANK**  
4400 Oakton Street  
Skokie, IL 60076

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

William D. Miller and Carol A. Miller  
6030 Birchwood Avenue  
Skokie, IL 60077



**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by: **Cole Taylor Bank (Loan Services - IL)**  
P.O. Box 909743  
Chicago IL 60690-9743

*Handwritten signature/initials*

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 8, 1997, BETWEEN William D. Miller and Carol A. Miller, his wife, as joint tenants, (referred to below as "Grantor"), whose address is 6030 Birchwood Avenue, Skokie, IL 60077; and COLE TAYLOR BANK (referred to below as "Lender"), whose address is 4400 Oakton Street, Skokie, IL 60076.**

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated October 1, 1993 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

**Recorded October 8, 1993, in the Cook County Recorder's Office as Instrument Number 93807289**

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

**LOTS 123 AND 124 IN GEORGE F. NIXON AND COMPANY'S NILES CENTER GARDENS ADDITION TO HOWARD LINCOLN AND CICERO, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

The Real Property or its address is commonly known as 6030 Birchwood Avenue, Skokie, IL 60077. The Real Property tax identification number is 10-28-406-027 and 10-28-406-028.

**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 William D. Miller and Carol A. Miller to Cole Taylor Bank dated October 1, 1993 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 and Note" secured by the aforesaid mortgage has been increased the date of this Modification of Mortgage from \$30,000.00 to \$133,000.00. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$266,000.00.

The index is currently 8.00% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 0.250 percentage points above the index.

**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 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 *William D. Miller*  
William D. Miller

x *Carol A. Miller*  
Carol A. Miller

LENDER:

COLE TAYLOR BANK

By: \_\_\_\_\_  
Authorized Officer

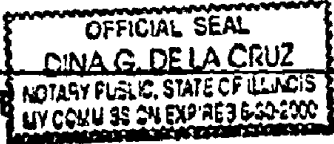
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois  
COUNTY OF Cook

On this day before me, the undersigned Notary Public, personally appeared William D. Miller and Carol A. Miller, 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 6th day of September, 1997.  
By Dina G. De La Cruz Residing at 1600 W 116th St  
Notary Public in and for the State of Illinois  
My commission expires 5.10.2000



LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
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 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 \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

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