# **UNOFFICIAL CO**

#### **RECORDATION REQUESTED BY:**

American National Bank & Trust Company of Chicago 1901 S. Meyers Road, Suite 440 Oak Brook Terrace, IL 60181

#### WHEN RECORDED MAIL TO:

American National Bank & Trust Company of Chicago 1901 S. Meyera Road, Suite 440 Oak Brook Terrace, IL 60181

SEND TAX NOTICES TO:

Joel L. Baye: 1948 Orchard Street Chicago, IL 6061

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

American Nat'l Bank & Trust Co. of Chgo 1901 S. Meyers Road, Suite 440 Oakbrook Terrace, IL 60181

JEAN BARREYBO

American National Bank

## MODIFICATION OF MORIGAGE

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 15, 1997, BETWEEN Joel L. Bayer, A SINGLE PERSON, (referred to below as "Grantor"), whose address is 1948 Orchard Street, Chicago, IL 60614; and American National Bank & Trust Co. of Chicago (referred to below as "Lender"), whose address is 33 N LaSalle Street, Chicago, IL 60690.

MORTGAGE. Grantor and Lender have entered into a mortgage dated October 30, 1996 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

RECORDED ON 11/04/96 WITH A RECORDED DOCUMENT NO. 96842564 IN COCK\_COUNTY, ILLINOIS.

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

LOT 11 IN KONRAD WEITH'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF LOT 25 IN BLOCK 2 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTIONS 29, 31, 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1948 Orchard Street, Chicago, IL 60614. The Real Property tax Identification number is 14-33-301-061 VOL. 495.

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

The per annum interest rate on the Note will change to 7.00 percent (7.00%) per annum beginning October 1, 1997. The monthly principal and interest payment is amended to 2,320.59 commencing on November 1, 1997 with a final payment on November 1,2003. The new payment amount is based on the principal balance of \$345,564.44 as of the interest change date and the remaining amortization of 349 months.

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 ail 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

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#### MODIFICATION OF MORTGAGE (Continued)

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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 MORTGAGE, AND	ACKNOWLEDGES EACH GRANTOR A	HAVING READ ALI GREES TO ITS TER!	L THE PROV MS.	ISIONS OF	THIS MODIFIC	CATION OF
GRANTOR:						
X Jeel L. Bayer	Bayer O	× C	a-tak-			
American National	Bank & Trust Co. o	f Chicago				
Ву:	<u> </u>					
Authorized Offic	ber	0	10x			
	INI	DIVIDUAL ACKNO	OWLEDGME	NT		
STATE OF	Minois	<del> </del>	)	0/1		
COUNTY OF	Ceck		) 88	10		
individual described the Modification as t	in and who executions or her free and v	Motary Public, peraced the Modification of oluntary act and deed	f Mortgage, ar	d acknowle	dged that he or	she signed
Given under my ha	nid and official seal	this <u>Jiii</u> day	of Letcher		19 <u>97</u> .	
By Believe &	anglare	R	esiding at	-dding's		
Notary Public In and	I for the State of _	Minis	<del></del>			
My commission exp	ires	9/9/98				

OFFICIAL SEAL MELISSA SAROSARIO

**~~~~~** 

NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES 09/08/88 

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### MODIFICATION OF MORTGAGE (Continued)

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LEI	NDER ACKNOWLEDGMEN	<b>T</b>
STATE OF	)	
COUNTY OF	) 88	
On this day of tree and voluntary ac board of directors or otherwise, for the use authorized to execute this said instrument	and known to me to be executed the within and foregoing and deed of the said Lender, dues and purposes therein mentions and that the seal affixed is the control of the con	uly authorized by the Lender through its ed, and on oath stated that he or she is
Notary Public in, and for the State of	Residing at	OFFICIAL SEAL MELISSA SAROSARIO NOTAL STRUCTURES OBJUBIORIS PO MINISTRON EXPRES OBJUBIORIS
ASER PRO, Reg. U.S. Pat. & T.M. Off., Ve iL-G201 JOEBAYER.LN R10 OVL	er, 3.24 (c) /1997 CFI ProServices,	Inc. All rights reserved.