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Cook County Recorder

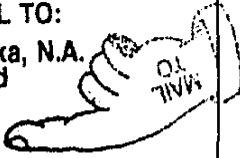
23.50

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

Harris Bank Winnetka, N.A.
520 Green Bay Road
PO 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 OCTOBER 15, 1997, BETWEEN Charles J. Benvenuto and Margaret J. Stroud, his Wife, as Joint Tenants (referred to below as "Grantor"), whose address is 535 Sunset Rd., Winnetka, IL 60093; and Harris Bank Winnetka, N.A. (referred to below as "Lender"), whose address is 520 Green Bay Road, PO Box 216, Winnetka, IL 60093.

MORTGAGE. Grantor and Lender have entered into a mortgage dated September 23, 1994 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded on October 27, 1994 as document #94916825 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 2 in Judge-Hinman Subdivision, being a subdivision of Lot 6 (except the east 37.0 feet thereof) and all of Lot 7 and the west 55.00 feet of Lot 8 in Block 21 in the Subdivision of Blocks 18, 21, 22, and 23 in J. C. Garland's Addition to Winnetka, being a subdivision of the north 120 acres of the southwest 1/4 of Section 21, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 535 Sunset Rd., Winnetka, IL 60093. The Real Property tax identification number is 05-21-317-020.

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

Increase Principal to \$50,000.00 and extended 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 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.

5-YES
P-2
N-NO
M-YES

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

GRANTOR:

X

Charles J. Benvenuto

X

Margaret J. Stroud

LENDER:

~~Harris Bank Winnetka, N.A.~~

By:

~~Authorized Officer~~

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

) ss

COUNTY OF Cook

On this day before me, the undersigned Notary Public, personally appeared Charles J. Benvenuto and Margaret J. Stroud, 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 15th day of Oct, 19 97

By

Stephen M. Bindi

Residing at _____

Notary Public in and for the State of _____

My commission expires _____

