RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

COLE TAYLOR, BANK 350 E. Dundee Rd. Wheeling, IL 60890/

SEND TAX NOTICES TO:

Juvenal G. Garcia %La Kermes Corp. - 3002 VI 26th Street

Chicago, IL 60622-1128

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Cole Taylor Bank (Collateral Services) 7601 S. Cicero Ave. Chicago, II. 60652

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 1, 1997, BETWEEN Juvenal G. Garcia, married to Josefina Garcia, (referred to below as "Grantor"), whose address is %La Kermese Corp. – 3002 W. 26th Street, Chicago, IL 60623–4128; and COLE TAYLOR BANK (referred to below as "Lender"), whose address is 350 E. Dundee Rd., Wheeling, IL 60090.

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

Recorded September 13, 1993 as Document #93-729785 and exterue in the Extension Agreement dated April 30, 1994 and recorded in Cook County Recorder's Office on June 9, 1994 as Document #94511312 and modified by Modification of Mortgage dated October 30, 1994 and recorded December 13, 1994 as Document #04039490

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

THE SOUTH 85 FEET OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF SACRAMENTO AVENUE NORTH OF NORTH LINE OF 26TH STREET AND WEST OF WEST LINE OF CASS SUBDIVISION OF EAST 30 ACRES OF SOUTH 64 ACRES OF THE NORTHWEST 1/4 OF SECTION 25 AFORESAID, ACCORDING TO MAP OF SAID SUBDIVISION RECORDED JUNE 29, 1886 AS DOCUMENT NUMBER 730704, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2956–58 West 26th Street, Chicago, IL 60623–4128. The Real Property tax identification number is 16–25–127–026.

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

The principal balance of the Note secured by the aforesaid mortgage has been increased the date of this Modification of Mortgage from \$50,000.00 to \$100,000.00. 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 \$200,000.00.

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

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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 cased 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 MORIGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. GRANTOR: enally Baraco Juvenal G. Garcia LENCER: COLE TAYLOR BANK **Authorized Officer** INDIVIDUAL ACKNOWLEDGMENT OFFICIAL SEAL DELONDA L FUGATE 88 NOTARY PUB IL STATE OF ILLINOIS MY COMMISSION F PIRES 22/24/01 COUNTY OF AMMAN WAR A SAMA On this day before me, the undersigned Notary Public, personally appeared Juvenal G. Garcie, 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 alid whooses therein ment oned. OH day of Notien but Given under my hand and official seal this Notary Public in and for the State of

My commission expires

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