

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

**COLE TAYLOR BANK**  
1542 W. 47th Street  
Chicago, IL 60609

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

**Miguel R. Gomez and Carmen Gomez**  
6552 S. Whipple  
Chicago, IL 60629

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DEPT-01 RECORDING \$25.50  
190008 TRAN 4444 03/13/97 15:59:00  
43774 # UF #-97-173811  
COOK COUNTY RECORDER

**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

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 10, 1997, BETWEEN Miguel R. Gomez and Carmen Gomez, his wife, in joint tenancy, (referred to below as "Grantor"), whose address is 6552 S. Whipple, Chicago, IL 60629; and COLE TAYLOR BANK (referred to below as "Lender"), whose address is 1542 W. 47th Street, Chicago, IL 60609.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated June 24, 1994 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded July 20, 1994 in the Cook County Recorder's Office as Document #94-634496

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

LOT 21 (EXCEPT THE NORTH 17 FEET THEREOF) AND ALL OF LOT 22 IN BLOCK 10 IN CAMPBELL'S EAST CHICAGO LAWN SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6552 S. Whipple, Chicago, IL 60629. The Real Property tax identification number is 19-24-118-034.

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

The words "Home Equity Line of Credit Agreement" in the mortgage are hereby modified to mean the "Home Equity Line of Credit Agreement and Note" from Miguel R. Gomez and Carmen Gomez to Cole Taylor Bank dated June 24, 1994 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 \$20,000.00 to \$45,000.00. 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 \$90,000.00.

**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

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## MODIFICATION OF MORTGAGE (Continued)

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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 Miguel R. Gomez  
Miguel R. Gomez

x Carmen Gomez  
Carmen Gomez

LENDER:

COLE TAYLOR BANK

By: [Signature]  
Authorized Officer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

) ss

COUNTY OF COOK

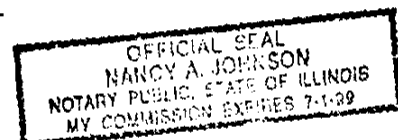
On this day before me, the undersigned Notary Public, personally appeared Miguel R. Gomez and Carmen Gomez, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10 day of FEBRUARY, 1997.

By Nancy A. Johnson Residing at 7601 S. CICERO

Notary Public in and for the State of ILLINOIS

My commission expires 7-1-99



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## MODIFICATION OF MORTGAGE

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF Cook ) ss

On this 14<sup>th</sup> day of February, 19 97, 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 said instrument and that the seal affixed is the corporate seal of said Lender.

By Jean Williams Residing at 1542 W. 47<sup>th</sup> St

Notary Public in and for the State of Illinois

My commission expires October 17 1999



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COOK County Clerk's Office

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