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**RECORDATION REQUESTED BY:** 

COLE TAYLOR BANK 5501 W. 79th Street Burbank, IL 60459

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Brendan M. Plerce and Margaret Pierce 9346 S. 55th Avenue Oak Lawn, IL 6045? 97305182

DEPT OF RECURDING

**\$25.50** 

. T:6466 TRAN 4111 05/01/97 08:29:00

#8977 # IR #-97-305 #80

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

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#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 21, 1937, BETWEEN Brendan M. Pierce and Margaret Pierce, his wife, as joint tenants, (referred to below as "Granton"), whose address is 9346 S. 55th Avenue, Oak Lawn, IL 60453; and COLE TAYLOR BANK (referred to below as "Lender"), whose address is 5501 W. 79th Street, Burbank, IL 60459.

MORTGAGE. Grantor and Lender have entered into a mortgage dated April 3, 1992 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded December 14, 1995 in the Cook County Recorder's Office at Document #95-867612

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

LOTS 17 AND 18 IN BLOCK 19 IN L.E. CRANDALL'S OAK LAWN SUBDIVISION, BEING A SUBDIVISION OF WEST HALF OF SOUTH WEST QUARTER AND PART OF THE FAST HALF OF THE SOUTH WEST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9346 S. 55th Avenue, Oak Lawn, iL 60453. The Real Property tax identification number is 24–04–318–039.

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 Borrower to Lender dated April 3, 1992 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 index currently is 8.50% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate of 1.000 percentage point above the index if the outstanding balance is \$49,999.99 or lower, and at the current index if the balance is \$50,000.00 or higher.

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

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### **MODIFICATION OF MORTGAGE**

(Continued)

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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.

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GRANTOR:			
X Brendan M.	Plance Pierce		
x /Marlan Margaret Pie	el worce		
man gunga r re	OrC		
LENDER:	0/	<b>/</b>	
COLE TAYLOR BA	NK 7		
By: <u>Authorized Off</u>	Laylay, Sk	COUNTY	
	INDIVIDUAL /	ACKNOWLEDGN	HEMT
STATE OF	THINDIS	)	Tie
		) 88	$O_{\alpha}$
COUNTY OF		)	
Pierce, to me know acknowledged that	wn to be the individuals describ they signed the Modification as entioned	ed in and who exe s their free and vo	eared Brendan M. Pierre and Margaret cuted the Modification of Mortgage, and luntary act and deed, for the uses and
Given under my ha	and and official seal this $\frac{22^{1}}{2}$	$rac{D}{D}$ day of $rac{D}{D}$	UL, 19 <u>77</u> .
By Lebola	D Frylow	Residing at _	BURBANK
Notary Public in an	nd for the State of	,	_
My commission ex	pires 7-8-00		
•			S OFFICIAL SFAL

OFFICIAL SEAL
DEBORAH TAYLOR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/08/00

# UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF	IIINO1.	5	_)	
COUNTY OF	<u> </u>	·····	) <b>85</b> )	
appeared Applications authorized agent instrument to be the board of directors authorized to execution authorized agent age	for the Lender that is free and voluntary of otherwise, for the cute this said instrume	and know executed the with act and deed of the uses and purposes and and that the sea	own to me to b nin and forego e said Lender, therein mention I affixed is the	undersigned Notary Public, personally to the SALES REP.  Ding instrument and acknowledged said duly authorized by the Lender through its pred, and on oath stated that he or she is corporate seal of said Lender.
By Ou	Waltro	Heuly	Residing at _	BURBANK
	xpires		V015	OFFICIAL SEAL LORI CHRISTINE NEUBERG NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 8-20-2000

Tours Clarks Office LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 5.27 (c) 1997 CFI ProServices, Inc. All rights reserved. [IL-G201 8353549.LN L2.OVL]