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1998-07-21 13:17:14

Cook County Recorses

25.00

RECORDATION REQUESTED BY:

COLE TAYLOR BANK 4400 Oakton Street Skokle, IL 60076

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WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Steven P. Conen and Judith Cohen 7452 N. Washter aw Chicago, IL 60645

FOR RECORDER'S USE ONLY

H18023US3

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 JULY 10, 1998, BETWEEN Steven P. Cohen and Judith Cohen, his wife, as tenants by the entirety, (referred to helper as "Grantor"), whose address is 7452 N. Washtenaw, Chicago, IL 60645; and COLE TAYLOR BANK (referred to below as "Lender"), whose address is 4400 Oakton Street, Skokie, IL 60076.

MORTGAGE. Grantor and Lender have entered into a mortgage dated August 27, 1993 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded in the Cook County Recorder's Office on September 12, 1993 as Document Number 93-747456

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

PARCEL 1:

THE SOUTH 6 FEET OF LOT 12 IN THE RESUBDIVISION OF BLOCKS 4 AND 5 IN ENGLE'S NEW HOWARD AVENUE SUBDIVISION AND LOTS 23 AND 47 OF FIRST ADDITION TO BIRCHWOOD WEST, ALL IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DARCEL 2

LOT 24 IN FIRST ADDITION TO BIRCHWOOD WEST IN THE NORTHWEST 1/4 OF THE SOUTHEAST 14 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as **7452 N. Washtenaw, Chicago, IL 60645.** The Real Property tax identification number is 10–25-405-037 and 10–25-405-030.

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 Steven P. Cohen and Judith Cohen to Cole Taylor Bank dated August 27, 1993 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 credit limit 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 \$25,000.00 to \$50,000.00.

BOX 333-CTI

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UNOFFICATION OF MORTEAGE PROTOCOLOR

(Continued)

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 \$100,000.00.

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The index currently is 8.50 per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 0.500 percentage points 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 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 ACCHOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

HOUNT CORTS OFFICE

GRANTOR:

Steven P. Cohen

Judith Cohen

LENDER:

COLE TAYLOR BANK

Authorized Officer

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MODIFICATION OF MORTGAGE (Continued)

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LISA CARVATTA
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 01/28/99

INDIVIDUAL ACKNOWLEDGMENT ዸ፟ቑቑቑቔቔቔቔቔዺፙዸኯኯኯኯዀዀ "OPPICIAL SEAL" MARK HALPER STATE OF Notary Public, State of Illinols 188 My Commission Expires 11/28/99 COUNTY OF On this day before me, the undersigned Notary Public, personally appeared Steven P. Cohen and Judith Cohen, 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 manadaed. and official seal this Notary Public in and for the Strie of My commission expires LENDER ACKNOWLEDGMENT STATE OF Lilenace **COUNTY OF** $\mathcal{U}_{\mathcal{L}}(\mathcal{L}_{\mathcal{L}})$, 19 $\mathcal{G}_{\mathcal{S}}$, before me, the undersigned Notary Public, personally appeared DEANA LUDWICK and known to me to be the A.V. 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 au norized 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 this said instrument and that the seal affixed is the corporate seal or said Lender. Residing at 3501 cold Notary Public in and for the State of Williams "OFFICIAL SEAL

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.25 (c) 1998 CFI ProServices, Inc. All rights reserved. [IL-G201 8377944.LN L2.OVL]

My commission expires $\underline{\qquad \mathcal{L}}\ \mathcal{QS}\ \mathcal{P}$