JNOFFICIAL COPY 98791416 RECORDATION REQUESTED BY: 9739:0012 30 001 Fage 1 of When Recorded Return to: 1998-09-04 08:06:48 SUCCESS NATIONAL BANK Cook County Recorder 1020 Milwaukee Avenue Deerfield, Illinois 60015

FOR RECORDERS USE ONLY

25.00

This Modification of Mortgage and Assignment of and Rents prepared by:

Diresh Rathod Success National Bank 1020 Milwaukee Avenue Deerfield, filinois 60015

This Modification of Mortgage and Assignment of Leases and Rents is dated July 15, 1998 between Irma Zarzuela, divorced and not since remarried, whose address is 3813 Kirk Street, Skokie, IL 60076 (referred to below as "Grantor"); and Success National Bank, a national banking association (Mortgagee) whose address is One Marriot Drive, Lincolnshire, Illinois 60069.

RECITALS

Whereas, the Grantor executed a Mortgage (the "Mortgage") and an Assignment of Leases and Rents (the "Assignment") each dated January 15, 1998 recorded with the Cook County Recorder of Deeds January 27, 1998 as document Numbers 98068276 and 98068277 respectively;

And Whereas, the real property described therein is located in the County of Cook, State of Illinois and is described as follows:

LOT 33 AND THE EAST 15 FEET OF L 34 IN BLOCK 2 IN EAST PRAIRIE ROAD CRAWFORD ADDITION TO NILES CENTER. A SUBDIVISION OF THE NORTH 10 ACRES OF THE SOUTH 20 ACRES OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The real property commonly known as: 3813 W Kirk Street, Skokie, Illinois 60 BOX 3. Permanent Index Number is 10-26-106-025-0000 and 10-26-106-025-0000

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Modification of Mortgage and Assignment of Rents Page 2 of 3 (Continued)

And Whereas the First Party and Mortgagee are desirous of Modifying said Mortgage and Assignment:

Now therefore for good consideration the Mortgage and Assignment are modified as follows:

All references in the Mortgage and the Assignment to the indebtedness hereby secured are now in the amount of Seventy Five Thousand and 00/100 Dollars (\$75,000.00) as referenced by a Note and Commercial Sure Pay Agreement executed of even date herewith.

Except as expressly modified above, the terms of the original Mortgage and Assignment shall remain unchanged and in find force and effect. Consent by Mortgagee to this Modification does not waive Mortgagee's right to require strict performance of the Mortgage and Assignment as changed above nor the obligate Lender to make any future modifications. Nothing in this Modification shall constitute satisfaction of the promissory note or other credit agreement secured by the Mortgage. It is the intention of Mortgagee 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 Mortgagee 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 and original Assignment does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Mortgagee the non-signing person consents to the changes and provision 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.

Success National Bank, a national banking association

William M. Marquardsen Assistant Vice President

Grantor acknowledges having read all the provisions of this Mortgage, and Grantor agrees to it's terris.

Crantor:

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I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that William M. Marquardsen personally known to me to be the Assistant Vice President of Success National Bank, a National Banking Association, and personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Assistant Vice President he signed and delivered the said instrument as Assistant Vice President of said association, and caused the seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said association, as the free voluntary act, of said association for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21 the day of Assistant 1998.

"OFFICIAL SEAL"

MICHAEL S. SILVERSTEIN

Notary Public, State of Illinois

My Commission Expires 03/10/01

Notary Public

tgage and Assignment of Rents Page 3 of 3 Modification of Junior (Continued)

STATE OF ILLINOIS

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COUNTY OF __

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I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Irma Zarzuela personally known to me to be the individual described in and who executed the Mortgage, and acknowledged that she signed the Mortgage as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Liven under my hand and Notarial Scal this

"OFFICIAL SEAL" DIANE KALLISON Notary Public, Strite of Illinois My Commission Eval to June 30, 1999 Coot County Clart's Office