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RECORDATION REQUESTED BY:

COLE TAYLOR BANK 7601 S. Cicero Avenue Chicago, IL 606/52

98336935

#### WHEN RECORDED MAIL TO:

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

#### SEND TAX NOTICES TO:

John J. Girc (, ill and Mariene Girod 3730 W. 68th Piace Chicago, IL 60623

DEPT-OF RECORDING

\$25.00

1\$3007 TRAN 2206 04/27/98 12:24:00

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THAK COUNTY RECORDER

FOR RECORDER'S USE ONLY

03411

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 APRIL 19, 1998, BETWEEN John J. Girod, III and Marlene Girod, his wife, in joint tenancy, (referred to below as "Grantor"), whose address is 3730 W. 68th Place, Chicago, IL 60629; and COLE TAYLOR BANK (referred to below as "Lender"), whose address is 7601 S. Cicero Avenue, Chicago, IL. 60652.

MORTGAGE. Grantor and Lender have entered into a mortgage dated January 22, 1993 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded February 3, 1993 in the Cook County Recorder's Office as Document Number 93-090202

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

LOT 37 (EXCEPT THE WEST 12 FEET THEREOF) AND ALL OF LOT 38 IN PLOCK 3 IN PARADIST SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, 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 3730 W. 68th Place, Chicago, IL 60529. The Real Property tax identification number is 19-23-310-034.

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

The words "Home Equity Line of Credit Agreement" (the "Note") in the mortgage are hereby modified to mean the "Home Equity Line of Credit Agreement and Note" from John J. Girod, ill and Mariene Girod to Cole Taylor Bank dated January 22, 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 principal amount of the "Promissory Note" has been increased the date of this Modification of Mortgage from \$74,000.00 to \$80,000.00. 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 \$150,000.00.

The interest rate to be applied to the outstanding principal balance from time to time shall be at a rate of 9.00% per annum.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Montgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to

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require strict performance of the Montgage 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 flable 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 released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions. 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.

Ot County Clart's Office

**GRANTOR:** 

Mariene Girad

LENDER:

COLE TAYLOR BANK

Belonske

**Authorized Officer** 

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### INDIVIDUAL ACKNOWLEDGMENT OFFICIAL SEAL TAMMY BIELANSKI STATE OF NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 12-16-00 **COUNTY OF** On this day before me, the undersigned Notary Public, personally appeared John J. Girod, III; and Marlene Girod, 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 montioned. Given under my hand and official seal this Residing at Notary Public in and for the Scale of My commission expires LENDER ACKNOWLEDGMENT OFFICIAL SEAL TAMMY BIELANSKI STATE OF NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 12-18-00 **COUNTY OF** before me, the undersigned Notary Public, personally On this day and known to me to be the appeared 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 are norized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and co oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender. Residing at Notary Public in and for the State of My commission expires

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