

RECORDATION REQUESTED BY:

COLE TAYLOR BANK
4400 Oakton Street
Skokie, IL 60076



99862042

WHEN RECORDED MAIL TO:

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

FOR RECORDER'S USE ONLY

7834741

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 AUGUST 27, 1999, BETWEEN American National Bank and Trust Company of Chicago, as Trustee, (referred to below as "Grantor"), whose address is 33 N. LaSalle Street, Chicago, IL 60690; 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 May 27, 1998 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded June 8, 1998 in the Cook County Recorder's Office as Document Number 98479958

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

LOT 31 IN BLOCK 1 IN BUCKINGHAM'S SUBDIVISION OF BLOCK 4 IN THE PARTITION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 832 W. Buckingham Place, Chicago, IL 60657. The Real Property tax identification number is 14-20-419-052.

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

The credit limit of the "Home Equity Credit Agreement, Note and Disclosure" secured by the aforesaid mortgage has been increased the date of this Modification of Mortgage from \$56,000.00 to \$100,000.00. 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 \$200,000.00.

The index currently is 8.00% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate of 0.500 percentage points above the index if the outstanding account balance is \$49,999.99 or lower, and at the current index if the outstanding account 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

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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. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO TRUST NUMBER 12399903 AND DATED APRIL 2, 1998.

BORROWER:

American National Bank and Trust Company of Chicago, SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 2, 1998 AND KNOWN AS TRUST NUMBER 123999-03 AND NOT PERSONALLY.

By: Joseph F. Sochacki, Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

LENDER:

COLE TAYLOR BANK

By: Deann Ludwig
Authorized Officer

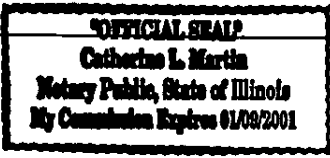
CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 31 day of August, 19 99, before me, the undersigned Notary Public, personally appeared JOSEPH F. SOCHACKI, Authorized Signer of American National Bank and Trust Company of Chicago, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Catherine L. Martin Residing at 8001 N LINCOLN AVE,
SKOKIE, IL 60077
Notary Public in and for the State of Illinois

My commission expires _____



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)

On this _____ day of _____, 19 _____, before me, the undersigned Notary Public, personally appeared DEANN LUDWIG and known to me to be the VICE PRESIDENT, 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 this said instrument and that the seal affixed is the corporate seal of said Lender.

By Lisa Marie Kramer Residing at 5501 W. 79th St.

Notary Public in and for the State of Illinois
My commission expires 12/21/2002



COOK County Clerk's Office

UNOFFICIAL COPY

99862042

WAIVER OF HOMESTEAD RIGHTS

I/We the undersigned, by signature below, expressly release and waive all my/our rights and benefits of the Homestead Exemption laws of the State of Illinois as to all Indebtedness secured by the Mortgage on the property commonly known as **832 W. Buckingham Place, Chicago, IL 60657** in relation to the loan from Cole Taylor Bank dated **August 27, 1999**, in the amount of **\$100,000.00.**



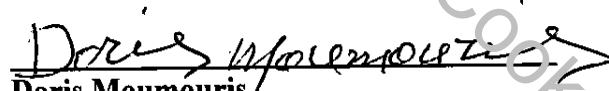
John I. Moumouris

8/27/99
Date



Garry Moumouris

8/27/99
Date



Doris Moumouris

8/27/99
Date

INDIVIDUAL ACKNOWLEDGMENT

State of Illinois)
County of Cook)SS

On this day before me, the undersigned Notary Public, personally appeared **John I Moumouris, Garry Moumouris and Doris Moumouris** and known to be the individual(s) described in and who executed the Waiver of Homestead Exemption, and acknowledged that he, she or they signed the Waiver of Homestead Exemption as his, her or their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of August, 1999.

By Dina G. de la Cruz Residing at Alhambra IL

Notary Public in and for the State of Illinois.

My commission expires 5.30.2000

