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1999-09-30 13:46:31  
Cook County Recorder 25.50



99925398

**RECORDATION REQUESTED BY:**

BROADWAY BANK  
5960 N. BROADWAY  
CHICAGO, IL 60660

**WHEN RECORDED MAIL TO:**

BROADWAY BANK  
5960 N. BROADWAY  
CHICAGO, IL 60660

**SEND TAX NOTICES TO:**

BROADWAY BANK  
5960 N. BROADWAY  
CHICAGO, IL 60660

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: BROADWAY BANK  
5960 N. BROADWAY AVENUE  
CHICAGO, ILLINOIS 60625

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 8, 1999, BETWEEN LESTER KANE (referred to below as "Grantor"), whose address is 1711 N. SHEFFIELD AVENUE, UNIT #3, CHICAGO, IL 60622; and BROADWAY BANK (referred to below as "Lender"), whose address is 5960 N. BROADWAY, CHICAGO, IL 60660.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated December 21, 1998 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

**RECORDED ON JANUARY 28, 1999 AS DOCUMENT NUMBER 99092763**

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

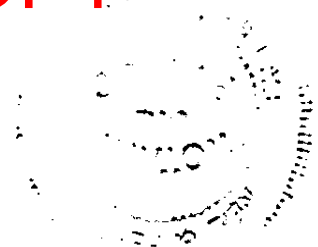
**UTIT 3 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 1711 N. SHEFFIELD CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 96885055, OF SECTION 32 TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

The Real Property or its address is commonly known as 1711 N. SHEFFIELD AVENUE, UNIT #3, CHICAGO, IL 60622. The Real Property tax identification number is 14-32-423-055-1003.

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

**PRINCIPAL AMOUNT HAS BEEN INCREASED FROM \$650,000.00 TO 829,700.00. INDEBTEDNESS: THE WORD "INDEBTEDNESS" MEANS ALL PRINCIPAL AND INTEREST PAYABLE UNDER THE NOTE AND ANY AMOUNTS EXPANDED OR ADVANCED BY LENDER TO DISCHARGE OBLIGATIONS OF GRANTOR OR EXPENSES INCURRED BY LENDER TO ENFORCE OBLIGATIONS OF GRANTOR UNDER THE MORTGAGE DATED DECEMBER 21, 1998, RECORDED ON JANUARY 7, 1999 AS DOCUMENT NUMBER 99013221, TOGETHER WITH INTEREST ON SUCH AMOUNTS AS PROVIDED IN THIS MORTGAGE. 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 \$1,650,000.00.**

**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



My commission expires AT DEATH  
Notary Public in and for the State of LOUISIANA

By Mr. R. Brown  
Residing at 14021 Stenmandah, Baton Rouge, La  
Given under my hand and official seal this 27 day of September, 1999.

On this day before me, the undersigned Notary Public, personally appeared **LESTER KANE**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE  
( )  
( ) ss

INDIVIDUAL ACKNOWLEDGMENT

By: Authorized Officer

LENDER: BROADWAY BANK

GRANTOR: LESTER KANE  
[Signature]

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

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.

# UNOFFICIAL COPY

08-08-1999  
Loan No

## MODIFICATION OF MORTGAGE (Continued)

### WAIVER OF HOMESTEAD EXEMPTION

I am signing this Waiver of Homestead Exemption for the purpose of expressly releasing and waiving all rights and benefits of the homestead exemption laws of the State of Illinois as to all debts secured by this Mortgage. I understand that I have no liability for any of the affirmative covenants in this Mortgage.

x Patricia Kane  
Patricia Kane SSN 333242312, married to Lester Kane

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF LOUISIANA )  
PARISH ) ss  
COUNTY OF EAST BATON ROUGE )

On this day before me, the undersigned Notary Public, personally appeared Patricia Kane SSN 333242312, married to Lester Kane, to me known to be the individual described in and who executed the Waiver of Homestead Exemption, and acknowledged that he or she signed the Waiver of Homestead Exemption as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

By W. B. Furman Residing at 14021 Shenandoah, Baton Rouge, LA

Notary Public in and for the State of LOUISIANA

My commission expires AT DEATH

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

On this 8TH day of SEPTEMBER, 19 99, before me, the undersigned Notary Public, personally appeared GLORIA SGUROS and known to me to be the VICE PRESIDENT/SENIOR LOAN OFFICER 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 Rolando Santiago Residing at 5960 N. BROADWAY, CHICAGO, IL 60660

Notary Public in and for the State of ILLINOIS

My commission expires \_\_\_\_\_

