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1999-01-11 09:16:22
Cook County Recorder 25.50



99022292

RECORDATION REQUESTED BY:

Charter National Bank and Trust
2200 West Higgins Road
Hoffman Estates, IL 60195

WHEN RECORDED MAIL TO:

Charter National Bank and Trust
2200 West Higgins Road
Hoffman Estates, IL 60195

SEND TAX NOTICES TO:

MUSTANSAR L. CHAUDHRY and
SHAHIDA K. CHAUDHRY
1309 ST. CLAIRE PLACE
SCHAUMBURG, IL 60173-6188



-FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: CHARTER NATIONAL BANK AND TRUST
2200 W. HIGGINS ROAD
HOFFMAN ESTATES, IL 60194

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 9, 1998, BETWEEN MUSTANSAR L. CHAUDHRY and SHAHIDA K. CHAUDHRY (referred to below as "Grantor"), whose address is 1309 ST. CLAIRE PLACE, SCHAUMBURG, IL 60173-6188; and Charter National Bank and Trust (referred to below as "Lender"), whose address is 2200 West Higgins Road, Hoffman Estates, IL 60195

MORTGAGE. Grantor and Lender have entered into a mortgage dated August 11, 1997 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

A MORTGAGE DATED AUGUST 11, 1997 AND RECORDED ON SEPTEMBER 4, 1997 IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 97-652114 AND AN ASSIGNMENT OF RENTS DATED AUGUST 11, 1997 AND RECORDED ON SEPTEMBER 4, 1997 IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 97-652115.

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

LOT 5050 IN WOODLAND HEIGHTS, UNIT 12, BEING A SUBDIVISION IN SECTION 25, SECTION 26, AND SECTION 35, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE ON MARCH 6, 1970, AS DOCUMENT NUMBER 2109951 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 409 LACY AVENUE, STREAMWOOD, IL 60107-3062. The Real Property tax identification number is 06-26-415-005.

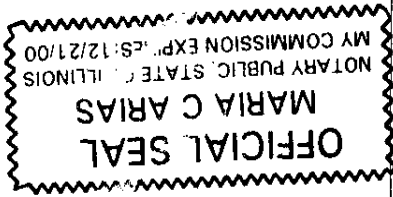
MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

THE INTEREST WILL REFLECT A CHANGE FROM PRIME RATE PLUS .5% FLOATING TO PRIME RATE. ALL OTHER TERMS AND CONDITIONS WILL REMAIN THE SAME.

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

S.Y.
P.J.
N.
M.Y.
G.M.

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My commission expires 12/21/00
Notary Public in and for the State of Illinois

By Maria C Arias Residing at _____
Given under my hand and official seal this 9th day of December, 1998.

On this day before me, the undersigned Notary Public, personally appeared MUSTANSAR L. CHAUDHRY and SHAHIDA K. CHAUDHRY, 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 mentioned.

STATE OF Illinois
COUNTY OF Cook
(ss)
INDIVIDUAL ACKNOWLEDGMENT

LENDER:
Charter National Bank and Trust
By: Maria C Arias Authorized Officer

GRANTOR:
M. L. Chaudhry
X MUSTANSAR L. CHAUDHRY
Shahida K. Chaudhry
X SHAHIDA K. CHAUDHRY
EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

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.

12-09-1998 Loan No 505095266
MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

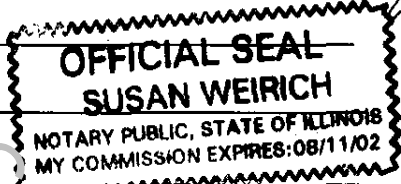
STATE OF Illinois)
) ss
COUNTY OF Cook)

On this 9th day of December 19 98, before me, the undersigned Notary Public, personally appeared MARIA C. ORIAS and known to me to be the 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 [Signature] Residing at [Address]

Notary Public in and for the State of _____

My commission expires _____



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[IL-G201 F3.25 CHAUDHRY.LN L2.OVL]

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