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1999-02-16 11:28:27
Cook County Recorder 25.00



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RECORDATION REQUESTED BY:

COLE TAYLOR BANK
4400 Oakton Street
Skokie, IL 60076

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Shannon McGuire and Nancy
McGuire
1326 Elmwood Avenue
Evanston, IL 60201

FOR RECORDER'S USE ONLY

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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 JANUARY 29, 1999, BETWEEN Shannon McGuire and Nancy McGuire, married to each other, (referred to below as "Grantor"), whose address is 1326 Elmwood Avenue, Evanston, IL 60201; 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 June 19, 1998 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded July 1, 1998 in the Cook County Recorder's Office as Document Number 98563968

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

THE SOUTH 50 FEET (EXCEPT THE WEST 8 FEET THEREOF TAKEN FOR ALLEY, OF THE NORTH 150 FEET OF THE EAST 1/2 OF BLOCK 41 IN EVANSTON IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1326 Elmwood Avenue, Evanston, IL 60201. The Real Property tax identification number is 11-18-328-007.

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 \$44,000.00 to \$60,000.00. 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 \$120,000.00.

The index is currently 7.75% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 3.000 percentage points above the index.

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 endorser 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

BOX 333-CTI

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01-29-1999
Loan No. 8387672

MODIFICATION OF MORTGAGE
(Continued)

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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.

GRANTOR:

X *Shannon McGuire*
 Shannon McGuire

X *Nancy McGuire*
 Nancy McGuire

LENDER:
COLE TAYLOR BANK

By: _____
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook) ss

On this day before me, the undersigned Notary Public, personally appeared **Shannon McGuire and Nancy McGuire**, 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.

Given under my hand and official seal this 29 day of January, 1999.

By *Ann Kolb* Residing at 4900 Oakton

Notary Public in and for the State of Illinois

My commission expires _____



LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)


) ss

COUNTY OF COOK)

On this 9th day of February, 19 99, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 Mariam Gonzalez Residing at Burbank

Notary Public in and for the State of ILLINOIS

My commission expires _____
 OFFICIAL SEAL
DORAM GONZALEZ
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES AUG. 15, 1999

COOK County Clerk's Office