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2000-07-18 14:15:38
Cook County Recorder 25.50

RECORDATION REQUESTED BY:

Midwest Bank and Trust Company
1606 N. Harlem Avenue
Elmwood Park, IL 60707



WHEN RECORDED MAIL TO:

Midwest Bank and Trust Company
1606 N. Harlem Avenue
Elmwood Park, IL 60707

SEND TAX NOTICES TO:

Midwest Bank and Trust Company
1606 N. Harlem Avenue
Elmwood Park, IL 60707

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Midwest Bank and Trust Company
1606 N. Harlem Avenue
Elmwood Park, Illinois 60707

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JUNE 5, 2000, BETWEEN Midwest Bank and Trust Company U/T/A #87-05-5234 dated May 14, 1987, as Trustee, (referred to below as "Grantor"), whose address is 1606 N. Harlem Avenue, Elmwood Park, IL 60707; and Midwest Bank and Trust Company (referred to below as "Lender"), whose address is 1606 N. Harlem Avenue, Elmwood Park, IL 60707.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 26, 1995 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

recorded as document #95357157

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

The North 39 feet of the South 62 feet of Lot 10 (except the East 8 feet thereof) dedicated for alley) in Block 19 in Mills and Sons Green Fields Subdivision of the East Half of the South East Quarter and of the South Half of the North West Quarter of the South East Quarter and of the South Half of the South West Quarter of the North East Quarter and of the South Half of the South East Quarter of the North West Quarter of Section 36, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 1845 N. 75th Court, Elmwood Park, IL 60707. The Real Property tax identification number is 12-36-409-044.

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

Said remaining indebtedness of \$91,874.38 shall be paid on or before 06/05/2005. The interest rate shall remain 8.5%. The monthly payments of principal and interest shall be made beginning 07/05/00 in the amount of \$739.80 to be applied first to interest and the balance to principal until said indebtedness is paid in full not to exceed 06/05/2005..

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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06-05-2000

MODIFICATION OF MORTGAGE

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(Continued)

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 87-05-5234 AND DATED MAY 14, 1987.

BORROWER:

Midwest Bank and Trust Company U/T/A #87-05-5234 dated May 14, 1987

By: Juanita Chandler
Juanita Chandler, Land Trust Officer

By: Jane Zakrewski
Jane Zakrewski, Land Trust Officer

LENDER:

Midwest Bank and Trust Company

By: Robert Scavelli
Authorized Officer - E.U.P.

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois

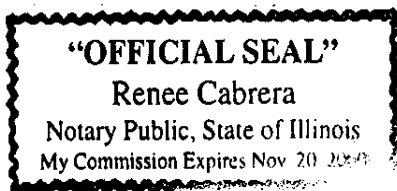
COUNTY OF Cook

On this 27th day of June, 20 00, before me, the undersigned Notary Public, personally appeared Juanita Chandler, Land Trust Officer; and Jane Zakrewski, Land Trust Officer of Midwest Bank and Trust Company U/T/A #87-05-5234 dated May 14, 1987, and known to me to be authorized agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By: Renee Cabrera Residing at Edgewood Park

Notary Public in and for the State of ILLINOIS

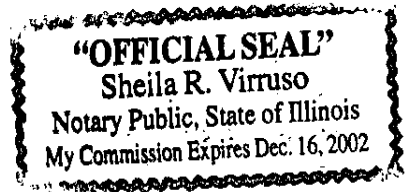
My commission expires 11-20-00



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LENDER ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Cook) ss



On this 5th day of June, 20 00, before me, the undersigned Notary Public, personally appeared Robert Figarelli and known to me to be the Exec. V.P., 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 Sheila R. Virruso Residing at Linwood Park

Notary Public in and for the State of Illinois

My commission expires 12-16-02

THIS RIDER IS ATACHED TO AND MADE A PART OF A CERTAIN
MODDIFICATION OF MORTGAGE
DATED JUNE 27, 2000 AND EXECUTED
BY MIDWEST BANK AND TRUST COMPANY,
UNDER TRUST AGREEMENT NUMBER 87-05-5234

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, and undertaking and agreements herein made on the part of the trustee are made and intended, not as personal warranties, indemnities, representations, covenants, undertakings and agreements of **Midwest Bank and Trust Company**, but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said **Midwest Bank and Trust Company**, not in its' own rights, but as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against **Midwest Bank and Trust Company**, on account of any warranties, indemnities, representations, covenants, undertaking or agreement therein contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through and under them.