

UNOFFICIAL COPY

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7/12/01 05 001 Page 1 of 3
2000-12-05 14:55:17
Cook County Recorder 25.00



RECORDATION REQUESTED BY:

OXFORD BANK & TRUST
1100 West Lake Street
P.O. Box 129
Addison, IL 60101

WHEN RECORDED MAIL TO:

OXFORD BANK & TRUST
1100 West Lake Street
P.O. Box 129
Addison, IL 60101

SEND TAX NOTICES TO:

WEST WALTON INC.
2128 W WALTON
CHICAGO, IL 60622

ARC

FOR RECORDER'S USE ONLY

H2004888

ORIGINAL

This Modification of Mortgage prepared by: OXFORD BANK & TRUST

8343369-3

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 11, 2000, BETWEEN WEST WALTON, INC., AN ILLINOIS CORPORATION, (referred to below as "Grantor"), whose address is 2128 W WALTON, CHICAGO, IL 60622; and OXFORD BANK & TRUST (referred to below as "Lender"), whose address is 1100 West Lake Street, P.O. Box 129, Addison, IL 60101.

MORTGAGE. Grantor and Lender have entered into a mortgage dated December 11, 1998 (the "Mortgage") recorded in DUPAGE County, State of Illinois as follows:

RECORDED DECEMBER 29, 1998 AS DOCUMENT 08181797 IN THE AMOUNT OF \$988,000.

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

LOTS 39 AND 40 IN THE SUBDIVISION OF THE NORTH HALF OF BLOCK 10 IN SUFFERN'S SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2128-30 W WALTON, CHICAGO, IL 60622. The Real Property tax identification number is 17-06-318-028 AND 17-06-318-029.

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

PRINCIPAL INCREASE \$169,000 FROM CURRENT BALANCE OWING OF \$61,300 TO \$230,300 AND EXTEND MATURITY DATE TO MAY 11, 2001 ALL OTHER TERMS AND CONDITIONS WILL REMAIN AS BEFORE.

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 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.

BOX 333-CTI

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11-11-2000
Loan No 8343363-3

MODIFICATION OF MORTGAGE (Continued)

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

GRANTOR:
WEST WALTON, INC.

By: *Edward Neri*
EDWARD NERI, PRESIDENT/SECRETARY

LENDER:
OXFORD BANK & TRUST

By: *[Signature]*
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois

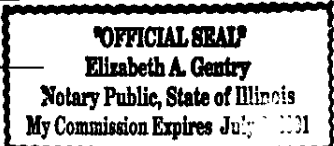
COUNTY OF DeWage) ss

On this 29th day of November, 2000, before me, the undersigned Notary Public, personally appeared **EDWARD NERI, PRESIDENT/SECRETARY** **AN ILLINOIS CORPORATION**, of **WEST WALTON, INC.**, 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 *Elizabeth Gentry* Residing at _____

Notary Public in and for the State of _____

My commission expires _____



LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) ss

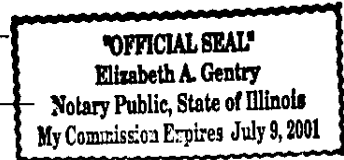
COUNTY OF DuPage)

On this 29th day of November, 20 00, before me, the undersigned Notary Public, personally appeared MICHAEL P. TRIMARCO 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 Elizabeth A. Gentry Residing at _____

Notary Public in and for the State of _____

My commission expires _____



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