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2001-02-06 12:16:22
Cook County Recorder 27.50



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This instrument was prepared by MUTUAL BANK, 16540 SOUTH HALSTED STREET, HARVEY, Illinois 60426
When recorded return to MUTUAL BANK, 16540 SOUTH HALSTED STREET, HARVEY, Illinois 60426

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is January 1, 2001. The parties and their addresses are:

MORTGAGOR:

FAMILY BANK & TRUST COMPANY F/K/A FIRST STATE BANK & TRUST CO. OF PALOS HILLS
a Trust
D/B/A U/T/A DATED 12/14/96, TRUST #1-275
10360 S. ROBERTS ROAD
PALOS HILLS, Illinois 60465

4^m

LENDER:

MUTUAL BANK
Organized and existing under the laws of Illinois
16540 SOUTH HALSTED STREET
HARVEY, Illinois 60426
36-2490607

1. BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated JUNE 2, 1995 and recorded on JUNE 14, 1995. The Security Instrument was recorded in the records of COOK County, Illinois at 1ST MORTGAGE & A/R, DOCUMENT #95-38679 1ST MODIFICATION EXTENSION AGREEMENT DATED 7/22/00, DOCUMENT 00635086 and covered the following described Property:

LOT 21, 22, AND 23 IN BLOCK 1 IN ORCHARD RIDGE ADDITION TO SOUTH HARVEY, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTY, RANGE 14 EAST OF THE

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THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PIN#29-30-131-043, 29-30-131-044, AND 29-30-131-045

The property is located in COOK County at 17080 DIXIE HIGHWAY, HAZEL CREST, Illinois 60429.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original Secured Debts which have now been modified.

3. SECURED DEBTS. This Modification will secure the following Secured Debts:

A. Specific Debts. The modified Secured Debts include the following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note, No. 903400, dated January 1, 2001, from Mortgagor to Lender, and a loan amount of \$56,815.51 with an interest rate of 10.5 percent per year maturing on January 1, 2002.

B. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Modification.

4. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Modification at any one time will not exceed \$56,815.51. This limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Modification. Also, this limitation does not apply to advances made under the terms of this Modification to protect Lender's security and to perform any of the covenants contained in this Modification.

5. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

6. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

FAMILY BANK & TRUST COMPANY F/K/A FIRST STATE BANK & TRUST CO. OF PALOS HILLS
as Trustee and not personally. See Exculpatory Clause Attached Hereto

By: [Signature]
Chairman of the Board/CEO & Trust Officer

Attest: [Signature]
Assistant Trust Officer

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LENDER:

Mutual Bank

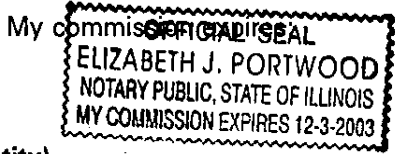
William B. Weall
William Weall, Sr. Vice President

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ACKNOWLEDGMENT.

(Individual)

State OF Illinois, County OF Cook ss.
This instrument was acknowledged before me this 22nd day of January, 2000
by



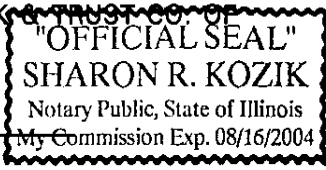
Elizabeth J. Portwood
(Notary Public)

(Business or Entity)

Marvin A. Sien OF FBT, Julie D. Sien OF FBT ss.
This instrument was acknowledged before me this 22nd day of January, 2001
by Authorized Signer: - of FAMILY BANK & TRUST COMPANY F/K/A FIRST STATE BANK & TRUST CO. OF
PALOS HILLS a Trust on behalf of the Trust.

My commission expires: 8/16/04

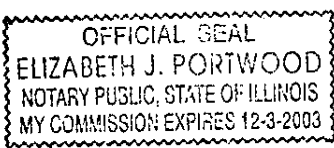
Sharon R. Kozik
(Notary Public)



(Lender Acknowledgment)

State OF Illinois, County OF Cook ss.
This instrument was acknowledged before me this 19th day of January, 2001
by William Weall -- Sr. Vice President of Mutual Bank, a corporation, on behalf of the corporation.

My commission expires:



Elizabeth J. Portwood
(Notary Public)

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EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own rights, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the *Family Bank and Trust Company* or any other beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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County Clerk's Office