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2001/05/21 09:52:09
Cook County Recorder 29.50



RECORDATION REQUESTED BY:
FIRST MIDWEST BANK,
NATIONAL ASSOCIATION
TINLEY PARK MAIN
300 PARK BOULEVARD
SUITE 400
ITASCA, IL 60143

WHEN RECORDED MAIL TO:
FIRST MIDWEST BANK,
NATIONAL ASSOCIATION
GURNEE BRANCH
P.O Box 9003
Gurnee, IL 60031-2502

GE Markis Co.
FMT C TRUST #91-4225
402691-1 #3121
3/200

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
First Midwest Bank, National Association
300 Hunt Club Road
Gurnee, IL 60031-2502

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 1, 2001, is made and executed between FIRST MIDWEST TRUST COMPANY, NATIONAL ASSOCIATION SUCCESSOR TRUSTEE TO HERITAGE TRUST COMPANY NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED 2/27/1991 AND KNOWN AS TRUST #91-4225 (referred to below as "Grantor") and FIRST MIDWEST BANK, NATIONAL ASSOCIATION, whose address is 300 PARK BOULEVARD, SUITE 400, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 26, 1991 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED MAY 20, 1991 AS DOCUMENT NUMBER 91238621 AND A MODIFICATION OF MORTGAGE DATED JUNE 1, 1996 AND RECORDED ON AUGUST 2, 1996 AS DOCUMENT NUMBER 96606156.

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

THAT PART OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18; THENCE NORTH ALONG THE EAST LINE OF THE SOUTH WEST 1/4 OF SECTION 18, A DISTANCE OF 219.69 TO A POINT, SAID POINT BEING THE INTERSECTION OF THE EAST LINE OF THE SOUTH WEST 1/4 OF SECTION 18 AND THE EASTERLY PROLONGATION OF THE NORTH FACE OF A BRICK BUILDING, FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH ALONG THE EAST LINE OF THE SOUTH WEST 1/4 OF A DISTANCE OF 103.31 FEET TO A POINT 323.00 FEET NORTH OF THE PLACE OF COMMENCEMENT; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18, A DISTANCE OF 324.14 FEET; THENCE SOUTH A DISTANCE OF 102.89 FEET TO A POINT ON A LINE, SAID LINE BEING THE WESTERLY PROLONGATION OF THE NORTH

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P-5
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M-7
gfk

Loan No: 1

(Continued)

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FACE OF A BRICK BUILDING; THENCE EAST ALONG SAID PROLONGED LINE A DISTANCE OF 324.04 FEET TO THE PLACE OF BEGINNING (EXCEPT THE EAST 17 FEET THEREOF), IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6130 S. OAK PARK AVENUE, CHICAGO, IL 60638. The Real Property tax identification number is 19-18-303-039.

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

TO DELETE THE SENTENCE "THE MATURITY DATE OF THIS MORTGAGE IS JULY 1, 2001".

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 1, 2001.

GRANTOR:

FIRST MIDWEST TRUST COMPANY, NATIONAL ASSOCIATION SUCCESSOR TRUSTEE TO HERITAGE TRUST COMPANY NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED 2/27/1991 AND KNOWN AS TRUST #91-4225
GENERAL RIDER ATTACHED HERETO IS EXPRESSLY MADE A PART HEREOF:

By: Geraldine A. Halsey

FIRST MIDWEST TRUST COMPANY, NATIONAL ASSOCIATION SUCCESSOR TRUSTEE TO HERITAGE TRUST COMPANY NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED FEBRUARY 27, 1991 AND KNOWN AS TRUST #91-4225, Trustee of FIRST MIDWEST TRUST COMPANY, NATIONAL ASSOCIATION SUCCESSOR TRUSTEE TO HERITAGE TRUST COMPANY NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED 2/27/1991 AND KNOWN AS TRUST #91-4225

LENDER:

x Frederick J. Sargent
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Will)

On this 6th day of April, 2001 before me, the undersigned Notary Public, personally appeared **FIRST MIDWEST TRUST COMPANY, NATIONAL ASSOCIATION SUCCESSOR TRUSTEE TO HERITAGE TRUST COMPANY NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED FEBRUARY 27, 1991 AND KNOWN AS TRUST #91-4225**, Trustee Meraldine A. Holsey,
Trust Officer

, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By Jennifer E. Koff Residing at Shorewood
Notary Public in and for the State of Illinois
My commission expires 12/8/2003



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE
(Continued)

Loan No: 1

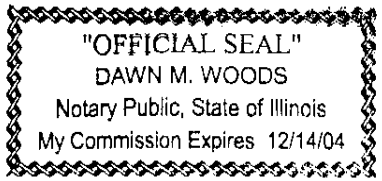
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LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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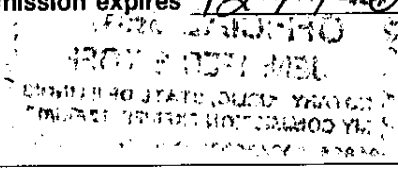


On this 11th day of April, 2001 before me, the undersigned Notary Public, personally appeared Frederick J. Sampias and known to me to be the Regional President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary 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 Dawn M. Woods Residing at Tinley Park

Notary Public in and for the State of Illinois

My commission expires 12-14-04



Cook County Clerk's Office

**RIDER ATTACHED AND MADE A PART OF
MODIFICATION OF MORTGAGE
DATED MARCH 1, 2001**

This instrument is executed by FIRST MIDWEST TRUST COMPANY, National Association, not personally but solely as Trustee under trust No. 91-4225, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by FIRST MIDWEST TRUST COMPANY, National Association, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST MIDWEST TRUST COMPANY, National Association, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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