

UNOFFICIAL COPY

0010592418

4/31/0071 37 001 Page 1 of 4

2001-07-05 13:29:54

Cook County Recorder

29.50



0010592418

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Sheila R. Virruso, Executive Assistant
1606 N. Harlem Avenue
Elmwood Park, IL 60707

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 5, 2001, is made and executed between Midwest Trust Services, Inc., successor to the Midwest Bank and Trust Company, not personally but solely as Trustee U/T/A #96-2-6989 dated April 23, 1996, whose address is 1606 N. Harlem Avenue, Elmwood Park, IL 60707 (referred to below as "Grantor") and Midwest Bank and Trust Company, whose address is 1606 North Harlem Avenue, Elmwood Park, IL 60707 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 1, 1996 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded as document number 96-394323 and Assignment of Rents dated May 1, 1996 recorded as document number 96-394324.

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

Lot 22 in Gallagher and Henry's Ishnala Unit 7, a subdivision of part of the West 1/2 of the Northeast 1/4 of Section 2, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 8231 Arrowhead Lane, Orland Park, IL 60462. The Real Property tax identification number is 27-02-206-004.

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

Said remaining indebtedness of \$152,141.59 shall be paid on or before 05/05/06. The interest rate is hereby changed to 7.75%. The monthly payments of principal and interest shall be made beginning 06/05/01 in the amount of \$1,825.86 to be applied first to interest and the balance to principal until said indebtedness is paid in full not to exceed 05/05/06.

ST
D-24
N-
ET M-4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 9050

Page 2

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 MAY 5, 2001.

GRANTOR:

**MIDWEST BANK AND TRUST COMPANY, SUCCESSOR TO THE
MIDWEST TRUST SERVICES, INC., NOT PERSONALLY BUT SOLEY AS
TRUSTEE U/T/A #96-2-6989 DATED APRIL 23, 1996**

**MIDWEST BANK AND TRUST COMPANY, Trustee of Midwest Bank and
Trust Company, successor to the Midwest Trust Services, Inc, not
personally but soley as Trustee U/T/A, #96-2-6989 dated April 23, 1996**

By: Juanita Chandler
Juanita Chandler, Trust Officer of Midwest Bank and Trust
Company

SEE EXCULPATORY RIDER
ATTACHED TO AND
MADE PART HEREOF.

By: Jane Zakzrewski
Jane Zakzrewski, Trust Officer of Midwest Bank and Trust
Company

LENDER:

X Stephen Cox
Authorized Signer

0010592418

TRUST ACKNOWLEDGMENT

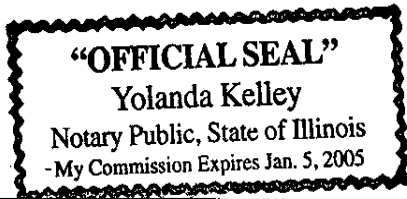
STATE OF Illinois)
COUNTY OF Cook) SS

On this 9th day of May, 2001 before me, the undersigned Notary Public, personally appeared Juanita Chandler, Trust Officer and Jane Zakzrewski, Trust Officer, and known to me to be authorized trustees or agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Yolanda Kelley Residing at Elmwood Park

Notary Public in and for the State of Illinois

My commission expires



LENDER ACKNOWLEDGMENT

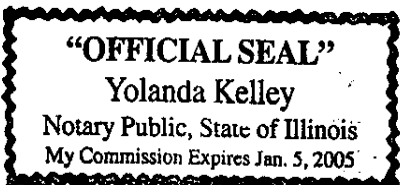
STATE OF Illinois)
COUNTY OF Cook) SS

On this 5th day of May, 2001 before me, the undersigned Notary Public, personally appeared Stephen Conti 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 Yolanda Kelley Residing at Elmwood Park

Notary Public in and for the State of Illinois

My commission expires 12-16-02



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 9050

Page 4

LASER PRO Lending, Reg. U.S. Pat. & T.M. Off., Ver. 5.15.10.05 (c) Concentrix 1997, 2001. All Rights Reserved. - IL c:\CFWINLP\CFILPLIG201.FC TR-352 PR-2

**THIS RIDER IS ATTACHED TO AND IS FORMS A PART OF A
MODIFICATION OF MORTGAGE DATED MAY 5, 2001, 2001 AND
EXECUTED BY MIDWEST BANK & TRUST COMPANY, UNDER TRUST
AGREEMENT DATED APRIL 23, 1996 AND KNOWN AS TRUST NUMBER 96-
6898:**

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on part of the trustee are made and intended, not as personal warranties, indemnities, representations, covenants, undertakings and agreements of Midwest Bank & 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 & Trust Company, not in its own right, but as trustee solely in the exercise of 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 & 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.

0010592418