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2001-06-20 10:32:36

Cook County Recorder 27.50



0010538027

**RECORDATION REQUESTED BY:**

**HARRIS BANK WESTCHESTER**  
10500 WEST CERMAK ROAD  
WESTCHESTER, IL 60154

**WHEN RECORDED MAIL TO:**

Harris Bank Hinsdale, N. A.  
50 S. Lincoln Avenue  
Hinsdale, IL 60521



**COOK COUNTY  
RECORDER**

**EUGENE "GENE" MOORE**  
BRIDGEVIEW OFFICE

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by: **Harris Bank Westchester - K. Illingworth**  
50 S. Lincoln  
Hinsdale IL 60521

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 5, 2001, BETWEEN Parkway Bank and Trust Company as Trustee under Trust Agreement dated June 5, 1972 and Known as Trust No. 1948, whose address is 4800 N. Halem Avenue, Harwood Heights, IL 60706 referred to below as "Grantor"); ; and HARRIS BANK WESTCHESTER (referred to below as "Lender"), whose address is 10500 WEST CERMAK ROAD, WESTCHESTER, IL 60154.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated February 5, 1996 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

**Mortgage and Assignment of Rents** recorded April 1, 1996 as Document Numbers 96255424 and 96255425

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

**LOTS EIGHT (8) AND NINE (9) IN BLOCK 4, IN GEORGE W. PRASSAS BELMONT HIGHLANDS IN THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 24, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SOUTH OF INDIAN BOUNDARY LINE AND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12 LYING NORTH OF THE CENTER LINE OF BELMONT AVENUE, COOK COUNTY, ILLINOIS.**

The Real Property or its address is commonly known as 3310-3318 N. Harlem, Chicago, IL 60634. The Real Property tax identification number is 12-24-423-016.

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

**Modify interest rate from 7.810% to 7.75% and extend maturity date as more fully described in the Promissory Note of even date herewith to include all renewals, extensions, modifications, refinancings, consolidations and substitutions.**

**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 endorser 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.

*Handwritten signature*

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COOK COUNTY  
CLERK'S OFFICE  
JAN 10 2017  
10:10 AM  
JAN 10 2017  
10:10 AM

Property of Cook County Clerk's Office

02-05-2001

Loan No 96028330

## 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:

Parkway Bank and Trust Company as Trustee

By: \_\_\_\_\_

By: \_\_\_\_\_

SEE EXHIBIT A FOR TRUSTEE  
SIGNATURE, ACKNOWLEDGEMENT AND  
EXCULPATION.

## LENDER:

HARRIS BANK WESTCHESTER

By: \_\_\_\_\_

Authorized Officer

## CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_; and \_\_\_\_\_ of Parkway Bank and Trust Company as Trustee, 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 \_\_\_\_\_

Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

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02-05-2001  
Loan No 96028330

MODIFICATION OF MORTGAGE  
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_)

) ss

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ 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 \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

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## EXHIBIT "A"

## MODIFICATION OF MORTGAGE SIGNATURE AND EXONERATION RIDER

This MODIFICATION OF MORTGAGE is executed by PARKWAY BANK & TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested as such Trustee (and said PARKWAY BANK & TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said PARKWAY BANK & TRUST COMPANY personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said PARKWAY BANK & TRUST COMPANY personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any, or of any environmental conditions, duties or obligations concerning the property whether under any federal, state or local statute, rule, regulation, or ordinance. The beneficiaries of this Trust, have management and control of the use of the property and as such, have the authority on their own behalf to execute any document as environmental representative but not as agent for or on behalf of the Trustee.

PARKWAY BANK & TRUST COMPANY, As Trustee under Trust No. 1948 as aforesaid and not personally,

By: [Signature]  
VICE PRESIDENT & TRUST OFFICER

Attest: [Signature]  
ASSISTANT TRUST OFFICER

STATE OF ILLINOIS )

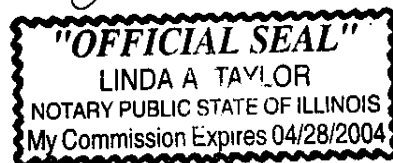
COUNTY OF COOK )



I, the undersigned, a Notary Public in and for said County, in the State aforesaid do hereby certify that the above named officers of PARKWAY BANK & TRUST COMPANY, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument in the capacities shown, appeared before me this day in person, and acknowledged signing, sealing and delivering the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal on 05-25-2001

[Signature]  
(Notary Public)



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