



RECORDATION REQUESTED BY:
American National Bank &
Trust Company of Chicago
120 South LaSalle Street
Chicago, IL 60603

WHEN RECORDED MAIL TO:
American National Bank &
Trust Company of Chicago
439 W. Schick Road Suite
200
Bloomington, IL 60108



SEND TAX NOTICES TO:
Parkway Bank & Trust
Company as Trustee under
Trust Agreement dtd.
4/2/1992 and known as Trust
#10281 ~~AND NOT INDIVIDUALLY~~
4800 N. Harlem
Harwood Heights, IL 60656

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Barbara Dumas, Real Estate Officer
American National Bank and Trust Company
439 W. Schick Road
Bloomington, IL 60108

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 1, 2001, is made and executed between Parkway Bank & Trust Company, not personally but as Trustee on behalf of Trust Agreement dated April 2, 1992 and known as Trust #10281, whose address is 4800 N. Harlem, Harwood Heights, IL 60656 (referred to below as "Grantor") and American National Bank & Trust Company of Chicago, whose address is 120 South LaSalle Street, Chicago, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 2, 1993 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated February 2, 1993 and recorded February 8, 1993 as document numbers 93100468 and 93100469.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 9921 Norwood Street, Rosemont, IL 60018. The Real Property tax identification number is 12-04-217-005.

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

To reduce per annum interest rate to 6.375% and extend maturity date to November 1, 2006. All other terms and conditions remain in full force and effect.

UNOFFICIAL COPY

PARKWAY BANK & TRUST COMPANY IS EXECUTING THIS DOCUMENT SOLELY IN ITS CAPACITY AS LAND TRUSTEE WITH THE AUTHORIZATION AND DIRECTION OF ITS BENEFICIARY AND HAS NO PERSONAL KNOWLEDGE OF ANY OF THE FACTS OR STATEMENTS CONTAINED HEREIN NOR THE ABILITY TO PERFORM ANY OF THE ACTS ASSOCIATED THEREWITH.

This Agreement is signed by Parkway Bank & Trust Co. not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 10281. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of the agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Parkway Bank and Trust Co. is hereby expressly waived by the parties hereto and their respective successors and assigns.

Property of Cook County Clerk's Office

X
Authorized Signer

Assistant Trust Officer
Authorized Signer for Parkway Bank & Trust Company as Trustee under Trust Agreement dt'd. 4/2/1992 and known as Trust # 10281, AND NOT INDIVIDUALLY



PARKWAY BANK & TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DTD. 4/2/1992 AND KNOWN AS TRUST # 10281 AND NOT INDIVIDUALLY

GRANTOR:

2001.
AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 1, 2001.
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 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 endorses 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.
upon the direction of its Beneficial Owner

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
COUNTY OF DeWitt)

On this 7th day of December, 2001 before me, the undersigned Notary Public, personally appeared _____

Trust Office of Parkway Bank Trust
, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the and acknowledged the 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/they is/are authorized to execute this and in fact executed the on behalf of the trust.

By Barbara A. Dumas Residing at DeWitt County

Notary Public in and for the State of Illinois

My commission expires 6/25/03



DeWitt County Clerk's Office

0011195622

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My commission expires _____

Notary Public in and for the State of _____

By _____ Residing at _____

On this _____ day of _____, 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.

COUNTY OF _____

STATE OF _____

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) SS
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LENDER ACKNOWLEDGMENT

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