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2000-02-18 09:00:49
Cook County Recorder 27.50



00122220

RECORDATION REQUESTED BY:

American National Bank & Trust
Company of Chicago
1901 S. Meyers Road, Suite 310
Oak Brook Terrace, IL 60181

WHEN RECORDED MAIL TO:

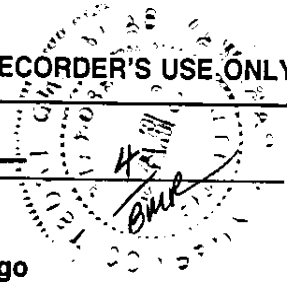
American National Bank & Trust
Company of Chicago
1901 S. Meyers Road, Suite 310
Oak Brook Terrace, IL 60181

SEND TAX NOTICES TO:

Mark Stephens
9921 Norwood Street
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

1st AMERICAN TITLE order # *CL97800*



This Modification of Mortgage prepared by: American Nat'l Bank & Trust Co. of Chgo
1901 S. Meyers Road, Suite 300
Oakbrook Terrace, IL 60181



American National Bank

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 2, 2000, BETWEEN Parkway Bank and Trust Company, as Trustee, Under Trust Agreement Dated April 2, 1993 and Known As Trust Number 10281, (referred to below as "Grantor"), whose address is 4800 N. Harlem, Harwood Heights, IL 60656; and American National Bank & Trust Co. of Chicago (referred to below as "Lender"), whose address is 120 S. LaSalle Street, Chicago, IL 60603.

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

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

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

See Attached Exhibit "A"

The Real Property or its address is commonly known as **9921 Norwood Street, Rosemont, IL 60018**. The Real Property tax identification number is 12-04-217-001 and 12-04-217-005.

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

THE RATE WILL HEREBY CHANGE TO 7.625%, THE MATURITY DATE WILL CHANGE TO FEBRUARY 2, 2005 AND THE LEGAL DESCRIPTION WILL CHANGE PER ATTACHED EXHIBIT "A". ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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 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.

EACH GRANTOR ^{upon the direction of it's beneficiaries} ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS 10281 AND DATED APRIL 2, 1992.

BORROWER:

Parkway Bank and Trust Company

AT/UT 10281
dated 4/2/92
and not individually

By: [Signature]
Diane Y. Paszynski Vice President Trust Officer

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 this 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.

LENDER:

American National Bank & Trust Co. of Chicago

By: [Signature]
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook) ss

On this 8th day of February, 2000, before me, the undersigned Notary Public, personally appeared Diane Y. Paszynski, Vice President Trust Officer of Parkway Bank and Trust Company, and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By: [Signature] Residing at PARKWAY BANK & TRUST CO. 4800 N. HARLEM AVENUE HARWOOD HEIGHTS, ILL. 60656

Notary Public in and for the State of Illinois

My commission expires _____



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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) ss

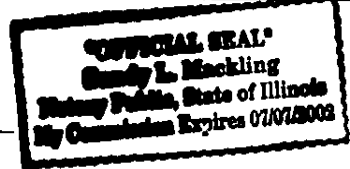
COUNTY OF DuPage)

On this 8th day of February, 2000, before me, the undersigned Notary Public, personally appeared Diane Duerr and known to me to be the Real Estate Adm. 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 Sandy L. Mackling Residing at Oak Brook Terrace IL

Notary Public in and for the State of Illinois

My commission expires 7-1-02



Property of Cook County Clerk's Office

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OFFICIAL SEAL
Seal of Cook County
Illinois
1831

Property of Cook County Clerk's Office

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EXHIBIT "A"

PARCEL 1:

LOT 24 (EXCEPT THE SOUTH 21.62 FEET OF THE WEST 59.85 FEET AS DESCRIBED IN THE DEED RECORDED MAY 12, 1995 AS DOCUMENT 95761085) IN MARTINER'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTH ½ OF LOT 5 IN JARNEKE'S SUBDIVISION OF LAND IN SECTION 4, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 17 (EXCEPT THAT PART AS DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF SAID LOT 17, 27.14 FEET WESTERLY OF THE SOUTHEAST CORNER THEREOF; THENCE NORTHWESTERLY 19.44 FEET ON A DEFLECTION TO THE RIGHT OF WAY 47 DEGREES 00 MINUTES 16 SECONDS FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE; THENCE SOUTHWESTERLY 15.54 FEET ON THE DEFLECTION TO THE LEFT OF 83 DEGREES 22 MINUTES 17 SECONDS FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE; THENCE WESTERLY 38.36 FEET ON A LINE 5.00 FEET NORTHERLY OF AND PARALLEL WITH SAID SOUTHERLY LINE OF LOT 17; THENCE SOUTHERLY 5.00 FEET NORMAL TO THE LAST DESCRIBED LINE TO SAID SOUTHERLY LINE OF LOT 17; THENCE EASTERLY 64.13 FEET ALONG SAID SOUTHERLY LINE TO SAID POINT OF BEGINNING), IN MARTINER'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTH ½ OF LOT 5 IN JARNEKE'S DIVISION OF LAND IN SECTION 4, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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