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Cook County Recorder 27.50

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**RECORDATION REQUESTED BY:**

LaSalle Bank, F.S.B.  
8303 W. Higgins Road - Suite 500  
Chicago, IL 60631-2983

**WHEN RECORDED MAIL TO:**

LaSalle Bank, F.S.B.  
8303 W. Higgins Road - Suite 500  
Chicago, IL 60631-2983



0020170056



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: **Caterina Fricano**  
8303 W. Higgins, Suite 500  
Chicago, IL 60631

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 1, 2001, BETWEEN Parkway Bank and Trust Company, as Trustee, not personally but under Trust #11689 dated 6/13/97, (referred to below as "Grantor"), whose address is 4800 N. Harlem Avenue, Harwood Heights, IL 60656; and LaSalle Bank, F.S.B. (referred to below as "Lender"), whose address is 8303 W. Higgins Road - Suite 500, Chicago, IL 60631-2983.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated March 20, 2000 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded 03/27/00 as Document No. 00214946 made by Parkway Bank and Trust Company a/t/u/t #11689 dated 6/13/97 to ABN AMRO Mortgage Group, Inc. in the original amount of \$320,000.00

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

LOT 14 (EXCEPT THE EAST 10 FEET THEREOF) AND THE EAST 15 FEET OF LOT 15 IN BLOCK 2 IN RIVER GROVE ESTATE, BEING A SUBDIVISION IN THE NORTHEAST FRACTIONAL 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8150 Smith Lane, River Grove, IL 60171. The Real Property tax identification number is 12-26-202-029-0000.

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

To modify any and all references in the mortgage to the Note such that any and all references after the date hereof are deemed to refer to the note as identified by that certain Change in Terms Agreement of even date herewith.

**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 constituted 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.

**ATGF, INC.**

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~~upon the direction of its beneficiaries~~

EACH GRANTOR 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 11689 AND DATED JUNE 13, 1997.

BORROWER:

Parkway Bank and Trust Company

SEE EXHIBIT 4 FOR TRUSTEE  
SIGNATURE, ACKNOWLEDGMENT AND  
EXHIBITION.

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

By: \_\_\_\_\_  
Vice President

LENDER:

LaSalle Bank, F.S.B.

By: *[Signature]*  
Authorized Officer

CORPORATE ACKNOWLEDGMENT

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

) ss

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me, the undersigned Notary Public, personally appeared **President and Vice President of Parkway Bank and Trust Company**, 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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LENDER ACKNOWLEDGMENT

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

) ss

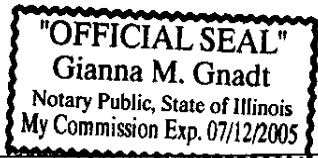
COUNTY OF \_\_\_\_\_ )

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 Gianna M. Gnadt Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 7-12-05



COOK County Clerk's Office

EXHIBIT " A "

MODIFICATION MORTGAGE SIGNATURE AND EXONERATION RIDER

This 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 in it 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.11689 as aforesaid and not personally,

By: [Signature]  
Assistant Trust Officer

Attest: [Signature]  
Assistant Cashier



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 11/20/01

[Signature]  
(Notary Public)

