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2002-04-01 09:59:24

Cook County Recorder

29.50

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
TINLEY PARK MAIN
300 PARK BOULEVARD
SUITE 400
ITASCA, IL 60143

WHEN RECORDED MAIL TO:

First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
MAYWOOD OFFICE



0020363283

510410-36561

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST MIDWEST BANK
300 PARK BOULEVARD
ITASCA, IL 60143

Stephens

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 1, 2002, is made and executed between FIRST MIDWEST BANK SUCCESSOR IN INTEREST TO FIRST MIDWEST TRUST COMPANY, NATIONAL ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED MAY 12, 1988 AND KNOWN AS TRUST #88-3316, whose address is 2801 W. JEFFERSON, JOLIET, IL 60435 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is 300 PARK BOULEVARD, SUITE 400, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 13, 2000 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED NOVEMBER 20, 2000 AS DOCUMENT #00909136.

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

THAT PART OF LOT 165 IN PHEASANT LAKE TOWNHOMES UNIT 1, BEING A SUBDIVISION OF PART OF THE E 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF AFORESAID LOT 165; THENCE S 90 DEGREES 00 MINUTES 00 SECONDS E, ALONG THE N LINE OF SAID LOT 165, 21.12 FT.; THENCE S 00 DEGREE 01 MINUTES 04 SECONDS W, 41.05 FT. TO THE POINT OF BEGINNING, THENCE S 89 DEGREES 58 MINUTES 56 SECONDS W, 80.00 FT.; THENCE S 00 DEGREE 01 MINUTES 04 SECONDS W, 30.53 FT. THENCE 89 DEGREES 58 MINUTES 56 SECONDS W, 80.00 FT.; THENCE N 00 DEGREE 01 MINUTES 04 SECONDS E, 30.53 FT. TO THE POINT OF BEGINNING

The Real Property or its address is commonly known as 18214 MOCKINGBIRD, TINLEY PARK, IL 60477. The Real Property tax identification number is 27-34-409-014-0000

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

To modify the definition of "Indebtedness" by deleting the last sentence in its entirety and replacing it with

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MODIFICATION OF MORTGAGE
(Continued)

Loan No: 36561

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the following: "At no time shall the principal amount of indebtedness secured by the mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$12,396,150.00."

To delete the definition of "Note" therein its entirety and to insert in lieu thereof the following: **NOTE.** The word "Note" means the promissory note or credit agreement dated February 1, 2002 in the principal amount of \$4,132,050.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR:** The note contains a variable interest rate. Under no circumstances shall the interest rate on the mortgage be more than the maximum rate allowed by applicable law.

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 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 1, 2002.

GRANTOR:

FIRST MIDWEST BANK SUCCESSOR IN INTEREST TO FIRST MIDWEST TRUST COMPANY, NATIONAL ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED MAY 12, 1988 AND KNOWN AS TRUST #88-3316

By:

Jessie E. Hoff
FIRST MIDWEST BANK, Trustee of FIRST MIDWEST BANK
SUCCESSOR IN INTEREST TO FIRST MIDWEST TRUST
COMPANY, NATIONAL ASSOCIATION, NOT PERSONALLY
BUT AS TRUSTEE U/T/A DATED MAY 12, 1988 AND KNOWN
AS TRUST #88-3316

SEE TRUSTEE'S RIDER ATTACHED HERETO
AND MADE A PARTY HEREOF

LENDER:

x

John E. Geahy
Authorized Signer

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MODIFICATION OF MORTGAGE
(Continued)

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TRUST ACKNOWLEDGMENT

STATE OF Illinois

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COUNTY OF Cook

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On this 13 day of February, 2002 before me, the undersigned Notary Public, personally appeared **FIRST MIDWEST BANK, Trustee of FIRST MIDWEST BANK SUCCESSOR IN INTEREST TO FIRST MIDWEST TRUST COMPANY, NATIONAL ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED MAY 12, 1988 AND KNOWN AS TRUST #88-3316**, and known to me to be an authorized trustee or agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Martha A Kimzey

Residing at Linley Park

Notary Public in and for the State of Illinois

My commission expires June 5, 2004



Cook County Clerk's Office

MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

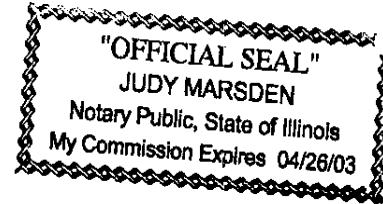
STATE OF Illinois

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) SS

COUNTY OF Cook

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On this 12th day of February, 2002 before me, the undersigned Notary Public, personally appeared John E. Leary and known to me to be the Senior Vice President, 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 Judy Marsden
Notary Public in and for the State of IllinoisResiding at Tinley ParkMy commission expires 4/26/03

UNOFFICIAL COPY**RIDER ATTACHED AND MADE A PART OF
MODIFICATION OF MORTGAGE
DATED FEBRUARY 1, 2002**

This instrument is executed by FIRST MIDWEST BANK, not personally but solely as Trustee under trust No. 88-3316, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by FIRST MIDWEST BANK, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST MIDWEST BANK, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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