

UNOFFICIAL COPY

0020378469

2894/0038 49 001 Page 1 of 4
2002-04-03 09:56:00
Cook County Recorder 27.50

RECORDATION REQUESTED BY:

Manufacturers Bank
Commercial - South Region
16255 S. Harlem Avenue
Tinley Park, IL 60477



WHEN RECORDED MAIL TO:

Manufacturers Bank
Loan Documentation
1200 N. Ashland Avenue
Chicago, IL 60622



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Manufacturers Bank
1200 North Ashland Avenue
Chicago, IL 60622

MODIFICATION OF MORTGAGE

FIRST MIDWEST BANK TO
AS SUCCESSOR TRUSTEE TO

THIS MODIFICATION OF MORTGAGE dated September 24, 2001, is made and executed between First Midwest Trust Company, N. A. as successor to Heritage Trust Company as Trustee under Trust Agreement dated March 4, 1996 and known as Trust No. 96-5798, whose address is 17500 S. Oak Park, Tinley Park, IL 60477 (referred to below as "Grantor") and Manufacturers Bank, whose address is 16255 S. Harlem Avenue, Tinley Park, IL 60477 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 24, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Construction Mortgage and Assignment of Rents recorded July 28, 1999 as Document Nos. 99719020 and 99719028, respectively; further modified by a Modification of Mortgage dated _____ and recorded as Document No. _____.

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

See Attached Exhibit "A" for legal description, 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 183rd & Ridgeland Avenue, Tinley Park, IL 60477. The Real Property tax identification number is 31-05-100-012; 31-05-100-021; 31-06-201-022; 31-06-201-021; 31-06-211-006-1039; 31-06-211-006-1040 and 31-06-211-003.

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

The principal has been reduced to Four Hundred Thousand and 00/100 Dollars, (\$400,000.00) and the maturity date of September 24, 2001 has been extended to June 24, 2002. The interest rate of Manufacturers Bank Reference Rate plus 0.75%, floating has been modified to a reduced rate of Manufacturers Bank Reference Rate plus 0.50%, floating. All other terms and provisions of the Loan Documents remain in full force and effect.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

9
S
P
T
M
J
M

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 2

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 SEPTEMBER 24, 2001.

GRANTOR:

FIRST MIDWEST BANK
AS SUCCESSOR TRUSTEE TO
FIRST MIDWEST TRUST COMPANY, TRUST NO. 96-5798

FIRST MIDWEST BANK
AS SUCCESSOR TRUSTEE TO

FIRST MIDWEST TRUST COMPANY, N. A. AS SUCCESSOR TO
HERITAGE TRUST COMPANY, Trustee of First Midwest Trust Company,
Trust No. 96-5798 not personally but as trustee

By: *Stearns A. Halsey*
Its: Trust Officer of First Midwest Trust Company, N. A.
as successor to Heritage Trust Company

FIRST MIDWEST BANK
AS SUCCESSOR TRUSTEE TO

By: *Janice E. Koff*
Its: Authorized Signer of First Midwest Trust Company, N. A.
as successor to Heritage Trust Company

FIRST MIDWEST BANK
AS SUCCESSOR TRUSTEE TO

LENDER:

X *Deane R. Vogel*
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
COUNTY OF Cook)

FIRST MIDWEST BANK
AS SUCCESSOR TRUSTEE TO

On this 18th day of September 2001 before me, the undersigned Notary Public, personally appeared ~~Its:~~ **Trust Officer and Its: Authorized Signer of First Midwest Trust Company, N. A. as successor to Heritage Trust Company**, and known to me to be authorized trustees or agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Martha A King Residing at Indy Park

Notary Public in and for the State of Illinois

My commission expires June 5, 2004

Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 19th day of September, 2001 before me, the undersigned Notary Public, personally appeared Diare R. Nagel and known to me to be the 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 Lorraine Anne Ryczek Residing at Tronley Park
Notary Public in and for the State of Illinois

My commission expires 7-28-2003


LASER PRO Lending, Ver. 5.17.10.07 Copr. Harland Financial Solutions, Inc. 1997, 2001. All Rights Reserved. IL-PSICFPL10201.FC TR-2169 PR-11

Clerk's Office