1867/6 WOFFICIAL COPY

RECORDATION REQUESTED BY:

OXFORD BANK & TRUST Lake Street Branch 1100 WEST LAKE STREET P.O. BOX 129 ADDISON, IL 60101 0021159189

2480/0262 18 001 Page 1 of 4
2002-10-22 11:05:50
Cook County Recorder 30.00

0021159189

WHEN RECORDED MAIL TO:
OXFORD BANK & TRUST
Lake Street Branch
1100 WEST LAKE STREET
P.O. BOX 129
ADDISON, IL 60101

SEND TAX NOTICES TO:
OXFORD BANK & TRUST
UNDER TRUST AGREEMENT
DATED MAY 2, 2001 AND
KNOWN AS TRUST NUMBER
875
1100 WEST LAKE STREET
ADDISON, IL 60101

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MICHAEL A. FAWLAK, SENIOR VICE PRESIDENT OXFORD BANK & TRUST 1100 WEST LAKE STREET ADDISON, IL 60101

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 9, 2002, is made and executed between OXFORD BANK & TRUST UNDER TRUST AGREEMENT DATED MAY 2, 2001 AND KNOWN AS TRUST NUMBER 875, whose address is 1100 WEST LAKE STREET, ADDISON, IL 60101 (referred to below as "Grantor") and OXFORD BANK & TRUST, whose address is 1100 WEST LAKE STREET, P.O. BOX 129, ADDISON, IL 60101 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 30, 2001 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED JUNE 6, 2001 AS DOCUMENT NUMBER 0010484830 WITH THE COOK COUNTY RECORDER,.

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

PARCEL 1: THE NORTH, 121.17 FEET OF LOT 1 IN RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT LOTS 1 TO 5 OF CHRISTIAN BOES SUBDIVISION OF CERTAIN PARTS THEREOF AND EXCEPTING THAT PART OF SAID LOT 1 IN SAID RESUBDIVISION FALLING WITHIN A TRACT DESCRIBED AS FOLLOWS: BEGINNING 833.6 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 14, THENCE WEST 300 FEET, THENCE NORTH 50 FEET, THENCE EAST 300 FEET, THENCE SOUTH 50

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FEET TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS. PARCEL 2: THAT PART OF LOT 2 IN DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 TOGETHER WITH THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 (EXCEPT LOTS 1 TO 5 BOTH INCLUSIVE IN CRISTIAN BOES SUBDIVISION OF CERTAIN PARTS THEREOF) IN SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 30, 1889 AS DOCUMENT 1149383 IN BOOK 37 OF PLATS, PAGE 18, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2 ON THE CENTER LINE OF SAG-LEMONT ROAD; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 436 FEET TO A POINT FOR A POINT OF BEGINNING; THENCE WESTERLY AND PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 300 FEET; THENCE NORTHERLY ON A LINE PARALLEL TO THE EAST LINE AND SAID EAST LINE EXTENDED NORTH A DISTANCE OF 415.40 FEET MORE OR LESS TO THE NORTH LINE OF SAID LOT 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO ITS POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE CERTAIN STRIP OF LAND DEDICATED FOR ROAD PURPOSES BY INSTRUMENT DATED JUNE 3, 1937 -AND RECORDED JUNE 11, 1937 AS DOCUMENT 12010930; THENCE SOUTHEASTERLY ALONG THE SAID SOUTHWESTERLY LINE OF THAT CERTAIN STRIP DEDICATED FOR ROAD PURPOSES BY INSTRUMENT RECORDED AS DOCUMENT 12010930 TO ITS POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 1 OF SAID DOOLIN AND KIRK'S RESUBDIVISION; THENCE WEST ALONG THE SAID NORTH LINE OF LOT 1.76 THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT (LEING ALSO A EAST LINE OF SAID LOT 2) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 10900 S. ARCHER AVENUE, LEMONT, IL 60439. The Real Property tax identification number is 22-14-4(1-010-0000 AND 22-14-401-026-0000

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

THE ORIGINAL PRINCIPAL LOAN AMOUNT OF THE NOTE AND MORTGAGE WILL BE INCREASED FROM

EXTENDED THE MATURITY DATE FROM MAY 30, 2006 TO OCTOBER 9, 2007 AND DECREASED THE INTEREST RATE FROM 8.19% TO 7.89% ON THE NOTE AND MORTGAGE.

ALL OTHER TERMS AND CONDITIONS WILL REMAIN THE SAME. CHANGR MONTHLY PAYMENT FROM

CONTINUING VALIDITY. Except as expressly modified above, the terms of the criginal 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 sight 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

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PRODUCTION MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS TERMS OF MORTGAGE IS DATED

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GRANTOR:

OXFORD BANK & TRUST UNDER TRUST AGREEMENT DATED MAY 2, 2001 AND KNOWN AS TRUST NUMBER 875

OXFORD BANK & ThuST, not personally but as Trustee under that certain trust agreement dated 05-02-2001 and known as OXFORD BANK & TRUST UNDER TRUST AGREEMENT DATED MAY 2, 2001 AND KNOWN AS TRUST NUMBER 875.

TRUST OFFICER of OXFORD BANK &

TRUST

LENDER:

This instrument is executed by OXFORD BANK & TRUST not personally but solely as Trustee, as aforesaid, All the covenants and anditions to be performed hereunder by OXFORD BANK & TRUST ar) undertaken by it solely as Trustee, as aforesald and not included in the control of the cont a ffor eable against OXFORD BANK & TRUST by reason of any of the cover ant'; statements, representations or warranties contained in Clart's Office

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Loan No: 8345762-3 Page 4 TRUST ACKNOWLEDGMENT) SS COUNTY OF __ day of _____Outober____, 2002_ before me, the undersigned Notary Public, personally appeared IRENE S. NOWICKI, TRUST OFFICER of OXFORD BANK & TRUST, 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-Muchael A Residing at Notary Public in and for the State of OFFICIAL SEAL' My commission expires _ MICHAEL A. PAWLAK NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 8/1/2004 LENDER ACKNOWLEDGMENT STATE OF COUNTY OF Public, personally appeared Michael A. PAWIAIL and known to make the undersigned Notary SUP _____, 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. Residing at _ Notary Public in and for the State of _ "OFFICIAL SEAL" My commission expires _ ELIZABETH A. GENTRY . Notary Public, State of Illinois My Commission Expires 08/21/05