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2000-04-19 10:20:13
Cook County Recorder 43.50



00273464

RECORDATION REQUESTED BY:

Civitas Bank
8400 Louisiana Street
Merrillville, IN 46410

WHEN RECORDED MAIL TO:

Civitas Bank
8400 Louisiana Street
Merrillville, IN 46410

SEND TAX NOTICES TO:

BANK OF HOMEWOOD
2034 RIDGE ROAD
HOMEWOOD, IL 60430

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: MARGARET M. RADWAN, VICE PRESIDENT

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 24, 2000, BETWEEN BANK OF HOMEWOOD, whose address is 2034 RIDGE ROAD, HOMEWOOD, IL 60430, AS TRUSTEE, UNDER TRUST AGREEMENT DATED NOVEMBER 12, 1996 AND KNOWN AS TRUST NO. 96074 (referred to below as "Grantor"); ; and Civitas Bank (referred to below as "Lender"), whose address is 8400 Louisiana Street, Merrillville, IN 46410.

MORTGAGE. Grantor and Lender have entered into a mortgage dated February 24, 1999 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED 04/16/99 AS #99366434

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

Lot 21 in FAIRWAY HOMES OF THE CLUB, being a Subdivision of part of the North 1/2 of Section 2, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as LOT 21 IN FAIRWAY HOMES OF THE CLUB, HAZEL CREST, IL .. The Real Property tax identification number is 31-02-206-021

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

EXTEND MATURITY DATE TO 02/24/2001.

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 remain 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

BANK OF HOMEWOOD

By: [Signature], TRUST OFFICER

By: [Signature], TRUST OFFICER

S-N
P-2
N-N
M
gth

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My commission expires _____

Notary Public in and for the State of _____

By _____ Residing at _____

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.

COUNTY OF _____

STATE OF _____

LENDER ACKNOWLEDGMENT

My commission expires _____

Notary Public in and for _____

By _____ Residing at _____

On this _____ day of _____, before me, the undersigned Notary Public, personally appeared _____ TRUST OFFICER of BANK OF HOMEWOOD, 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.

COUNTY OF _____

STATE OF _____

CORPORATE ACKNOWLEDGMENT

By: _____ Authorized Officer

Civitas Bank

LENDER:

(Continued)

MODIFICATION OF MORTGAGE

02-24-2000