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2003-01-10 10:31:51
Cook County Recorder 30.50

RECORDATION REQUESTED BY:
MIDWEST BANK AND TRUST
COMPANY, successor by
merger to Midwest Bank of
Hinsdale
Hinsdale Banking Center
500 West Chestnut
Hinsdale, IL 60521



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WHEN RECORDED MAIL TO:
MIDWEST BANK AND TRUST
COMPANY, successor by
merger to Midwest Bank of
Hinsdale
Hinsdale Banking Center
500 West Chestnut
Hinsdale, IL 60521

SEND TAX NOTICES TO:
MIDWEST BANK AND TRUST
COMPANY, successor by
merger to Midwest Bank of
Hinsdale
Hinsdale Banking Center
500 West Chestnut
Hinsdale, IL 60521

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Michelle Kras, Loan Administration
MIDWEST BANK AND TRUST COMPANY, successor by merger

to Midwest Bank of Hinsdale

500 West Chestnut
Hinsdale, IL 60521

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 6, 2002, is made and executed between Guy Petropolous, whose address is 1631 S. Michigan Avenue Suite #208, Chicago, IL 60616 (referred to below as "Grantor") and MIDWEST BANK AND TRUST COMPANY, successor by merger to Midwest Bank of Hinsdale, whose address is 500 West Chestnut, Hinsdale, IL 60521 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 18, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on June 25, 1999, known as Recording Number 99611651 by the Cook County Recorder.

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

LOT 2 IN BOEGER'S ADDITION TO ARLINGTON HEIGHTS, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 108-110 Arlington Heights Road, Arlington Heights, IL

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MODIFICATION OF MORTGAGE

(Continued)

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60622. The Real Property tax identification number is 03-32-103-016

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

Decrease the interest rate to 6.50%, Midwest Bank & Trust Company, Successor by Merger to Midwest Bank of Hinsdale/Midwest Bank of McHenry County.

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 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 6, 2002.

GRANTOR:

x Guy Petropolous
Guy Petropolous, Individually

LENDER:

x Carolyn A Owen
Authorized Signer

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(d) **Tangible personal property transactions.** The agent is authorized to: buy and sell, lease, exchange, collect, possess and take title to all tangible personal property, move, store, ship, restore, maintain, repair, improve, manage, preserve, insure and safekeep tangible personal property; and, in general, exercise all powers with respect to tangible personal property which the principal could if present and under no disability.

(e) **Safe deposit box transactions.** The agent is authorized to: open, continue and have access to all safe deposit boxes; sign, renew, release or terminate any safe deposit contract; drill or surrender any safe deposit box; and, in general, exercise all powers with respect to safe deposit matters which the principal could if present and under no disability.

(f) **Insurance and annuity transactions.** The agent is authorized to: procure, acquire, continue, renew, terminate or otherwise deal with any type of insurance or annuity contract (which terms include, without limitation, life, accident, health, disability, automobile casualty, property or liability insurance); pay premiums or assessments on or surrender and collect all distributions, proceeds or benefits payable under any insurance or annuity contract; and, in general, exercise all powers with respect to insurance and annuity contracts which the principal could if present and under no disability.

(g) **Retirement plan transactions.** The agent is authorized to: contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.

(h) **Social Security, unemployment and military service benefits.** The agent is authorized to: prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service and governmental benefits which the principal could if present and under no disability.

(i) **Tax matters.** The agent is authorized to: sign, verify and file all the principal's federal, state and local income, gift, estate, property and other tax returns, including joint returns and declarations of estimated tax; pay all taxes; claim, sue for and receive all tax refunds; examine and copy all the principal's tax returns and records; represent the principal before any federal, state or local revenue agency or taxing body and sign and deliver all tax powers of attorney on behalf of the principal that may be necessary for such purposes; waive rights and sign all documents on behalf of the principal as required to settle, pay and determine all tax liabilities; and, in general, exercise all powers with respect to tax matters which the principal could if present and under no disability.

(j) **Claims and litigation.** The agent is authorized to: institute, prosecute, defend, abandon, compromise, arbitrate, settle and dispose of any claim in favor of or against the principal or any property interests of the principal; collect and receipt for any claim or settlement proceeds and waive or release all rights of the principal; employ attorneys and others and enter into contingency agreements and other contracts as necessary in connection with litigation; and, in general, exercise all powers with respect to claims and litigation which the principal could if present and under no disability.

(k) **Commodity and option transactions.** The agent is authorized to: buy, sell, exchange, assign, convey, settle and exercise commodities futures contracts and call and put options on stocks and stock indices traded on a regulated options exchange and collect and receipt for all proceeds of any such transactions; establish or continue option accounts for the principal with any securities or futures broker; and, in general, exercise all powers with respect to commodities and options which the principal could if present and under no disability.

(l) **Business operations.** The agent is authorized to: organize or continue and conduct any business (which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation) in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

(m) **Borrowing transactions.** The agent is authorized to: borrow money; mortgage or pledge any real estate or tangible or intangible personal property as security for such purposes; sign, renew, extend, pay and satisfy any notes or other forms of obligation; and, in general, exercise all powers with respect to secured and unsecured borrowing which the principal could if present and under no disability.

(n) **Estate transactions.** The agent is authorized to: accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could if present and under no disability; provided, however, that the agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the agent unless specific authority to that end is given, and specific reference to the trust is made, in the statutory property power form.

(o) **All other property powers and transactions.** The agent is authorized to: exercise all possible powers of the principal with respect to all possible types of property and interests in property, except to the extent the principal limits the generality of this category (o) by striking out one or more of categories (a) through (n) or by specifying other limitations in the statutory property power form.

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
COUNTY OF Cook) SS

On this day before me, the undersigned Notary Public, personally appeared Guy Petropolous, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6th day of December, 2002

By Michelle Kras Residing at

Notary Public in and for the State of IL

My commission expires 2/5/02



LENDER ACKNOWLEDGMENT

STATE OF IL)
COUNTY OF Cook) SS

On this 6th day of December, 2002, before me, the undersigned Notary Public, personally appeared Gracia Olszew 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 Michelle Kras Residing at

Notary Public in and for the State of IL

My commission expires 2/5/05



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**MODIFICATION OF MORTGAGE
(Continued)**

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