UNOFFICIAL CO253/0018 30 001 Page 1 of

2000-05-10 09:04:23

Cook County Recorder

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RECORDATION REQUESTED BY:

Manufacturers Bank 16255 South Harlem Avenue Tinley Park, IL 60477

WHEN RECORDED MAIL TO:

Manufacturers Bank 16255 South Harlem Avenue Tinley Park, IL 60477

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MFB-Tinley Park Banking Center 16255 S. Harlem Avenue Tinley Park, Illinois 60477

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MARCH 5, 2000, BETWEEN First Midwest Trust Company, N.A. as Successor Trustee to Heritage Trust Company as Trustee u/t/a dated December 27, 1996 a/k/a Trust No. 96-6008, whose address is 17500 Oak Park Avenue, Tinley Park, IL 60477 (referred to below as "Grantor"); ; and Manufacturers Bank (referred to below as "Lender"), whose address is 16255 South Harlem Avenue, Tinley Park, IL 60477.

MORTGAGE. Grantor and Lender have entered into a mortgage c'atec December 3, 1998 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage and Assignment of Rents date recorded December 21, 1998 as document numbers 08156423 and 08156424 respectively and further modified by a Modification of Mortgage dated December 5, 1999 and recorded January 21, 2000 as document number 00053714

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

LOTS 11 AND 12 IN BLOCK 1 IN ARTHUR T. MCINTOSH AND COMPAN'S SOUTHLANDS IN SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 17248 South Harlem Avenue, Tinley Park, IL 60447. The Real Property tax identification number is 27-25-403-023 and 27-25-403-024.

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

The principal amount of \$626,112.08 is hereby reduced to \$623,047.55. The maturity date of March 5, 2000 is hereby extended to March 5, 2005. The monthly payment amount of \$5,769.86 principal and interest plus escrow is hereby modified to \$5,235.00 principal and interest plus escrow. 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 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 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

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Page 2

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. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS TRUST NO. 96-6008 AND DATED DECEMBER 27, 1996.

BORROWER:	· ·	
First Midwest Trust Company, N.A. as Successor - December 27, 1996 a/k/a Trust No. 96-6008	Trustee to Heritage Trust Company as Trustee u/t/a dated	
By: Its:, Trust Officer SEE TRUSTEE'S RIDER ATTACHED HERETO AND MADE A PARTY HEREOF By: Its:, Authorized Signor		
LENDER: Manufacturers Bank		
By: Leave R Vaguel Authorized Officer	Collan	
INDIVIDITAL A	ACKNOWLEDGM&NT	
	7	
STATE OF) ss	
COUNTY OF		
On this day before me, the undersigned Notary fauthorized Signor, to me known to be the individual of the Mortgage, and acknowledged that they signed the Mortgage and purposes therein mentioned.	Public, personally appeared Its:, Trust Officer; and Its:, iduals described in and who executed the Modification of odification as their free and voluntary act and deed, for the	
Given under my hand and official seal this	day of, 20	
By	Residing at	
Notary Public in and for the State of		
•		
My commission expires		

Page 3

LENDER ACKNOWLEDGMENT

STATE OF flerais)
COUNTY OF COSA) ss 00331035
authorized agent for the Lender that executed the	before me, the undersigned Notary Public, persona and known to me to be the within and foregoing instrument and acknowledged said
monariour to be the tice and Antilitial ASCI SUG USEU (or the said Lender, duly authorized by the Lender through its
By Fatrician of Carley	Residing at July Park Of
Notary Public in and for the State of	"OFFICIAL SEAL" Patricia K. Conley Notary Public, State of Illinois My Commission Expires Feb. 9, 2003
LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.26 (c) 20 [IL-G201 E3.27 F3.27 P3.27 VANDTRU2.LN C2.CVI]	2000 CFI ProServices, Inc. All rights reserved.
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UNOFFICIAL COPY

RIDER ATTACHED AND MADE A PART OF MODIFICATION OF MORTGAGE DATED MARCH 5, 2000

00331035

This instrument is executed by FIRST MIDWEST TRUST COMPANY, National Association, not personally but solely as Trustee under trust No. 96-6008, 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 TRUST COMPANY, National Association, 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 TRUST COMPANY, National Association, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

In witness whereof, the undersigned corporation, not personally but as trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Vice President this 25th day of April, 2000.

First Midwest Trust Company, N. A. as Trustee as aforesaid and not personally.

Bv:

Trust Officer

Attest:

Assistant Vice President

STATE OF ILLINOIS, SS:

I, the Undersigned, a Notary Public in and for said Courty, in the State aforesaid, DO HEREBY CERTIFY that Geraldine A. Holsey, Trust Officer of FIRST MIDWEST TRUST COMPANY, National Association, and Daniel K. Dallner, Assistant Vice President, the attesting Assistant Vice President thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and the attesting Assistant Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Trust Company, for the uses and purposes therein set forth, and the said attesting Assistant Trust Officer did also then and there acknowledge that he as custodian of the corporate seal of said Trust Company, did affix the said corporate seal of said Trust Company instrument as his own free and voluntary act, and as the free and voluntary act of said Trust Company instrument as his own free and voluntary act, and as the free and voluntary act of said Trust Company instrument as his own free and voluntary act, and as the free and voluntary act of said Trust Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25th day of April, 2000.

"OFFICIAL SEAL"

JUDY MARSDEN

Notary Public, State of Illinois

My Commission Expires 04/26/03

NOTARY PUBLIC