

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
300 PARK BOULEVARD,
SUITE 400
ITASCA, IL 60143



0332334036

WHEN RECORDED MAIL TO:

FIRST MIDWEST BANK
P.O. BOX 9003
GURNEE, IL 60031-2502

Doc#: 0332334036
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 11/19/2003 09:32 AM Pg: 1 of 7

MODIFICATION OF LOAN #10164481 MORTGAGE DATED JUNE 24, 1998

This agreement made this 28th day of April, 2003 between Heritage Bank n/k/a First Midwest Bank (Lender), and Constantine Demacopoulos and Angelike Demacopoulos (hereinafter referred to as "Borrower(s)") and Cole Taylor Bank as Successor Trustee to Harris Trust and Savings Bank, Not Personally But as Trustee U/T/A dated February 25, 1977 and known as Trust #37467 (hereinafter referred to as "Grantor"),

WITNESSETH

That the parties hereto agree to modify the terms of a certain note dated the 24th day of June, 1998 secured by a mortgage of the same date, recorded as Document #98551798 and rerecorded as Document #98644035 in the records of Cook County, Illinois, and encumbering the real estate described as: 12412 S. Mead Avenue, Palos Heights, IL 60463

SEE ATTACHED LEGAL

That the remaining indebtedness represented by said Note and Mortgage is \$151,218.76. That said indebtedness shall be paid in bi-weekly payments of \$564.27, which shall include interest at the rate of 5.375% per annum, and that in addition, said BORROWERS will pay the sum per month equal to 1/12 of the estimate to be sufficient to pay annual taxes and insurance on said property, which estimate may be revised. The first payment shall begin on May 12, 2003 and continue thereafter until the new maturity date of April 23, 2018. Borrower's final payment due on April 23, 2018 will be for all principal and all accrued interest and charges not yet paid.

That this AGREEMENT supplements the above described note and mortgage. That all terms contained in said note and mortgage shall remain in full force and effect, except those herein expressly modified and that the BORROWER and GRANTOR agree that they will perform and observe the covenants and conditions of said

SL
PT
MC
FF
\$36.50

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note and mortgage so modified and that they will pay the interest and principal secured by said mortgage when due.

That the terms of this AGREEMENT shall be binding upon the heirs, personal representatives, and assigns of the BORROWER and GRANTOR.

IN WITNESS WHEREOF, we have placed our names on this 28th day of April, 2003.

_____ (Seal) *[Signature]* (Seal)
 -Witness CONSTANTINE DEMACOPOULOS -Borrower

A. Demacopoulos (Seal)
 ANGELIKE DEMACOPOULOS -Borrower

This instrument is executed by the undersigned [an] Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

[Signature] (Seal)
 COLE TAYLOR BANK AS SUCCESSOR – Grantor
 TRUSTEE TO HARRIS TRUST AND SAVINGS
 BANK, NOT PERSONALLY BUT AS TRUSTEE
 U/T/A DATED FEBRUARY 25, 1977 AND KNOWN
 AS TRUST #37467

FIRST MIDWEST BANK

By: *Carrie Norman*
 -Lender

Property of Cook County Clerk's Office

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STATE OF ILLINOIS

COUNTY OF ~~LAKE~~ WILL

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Constantine Demacopoulos and Angelike Demacopoulos personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she/they signed and delivered the said instrument, as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 08 day of MAY 2003



Terry Zook
Notary Public
Commission Expires 07-28-05

STATE OF ILLINOIS

COUNTY OF ~~LAKE~~ COOK

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the _____ of said association, and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____, signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said association, as her free and voluntary act, and as the free and voluntary act of said association, for the uses and purposes therein set forth.

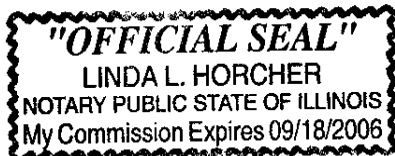
GIVEN under my hand and notary seal this _____ day of MAY 21 2003

This instrument was prepared by:

First Midwest Bank
300 North Hunt Club Road
Gurnee, Illinois, 60031

Linda L. Horcher
Notary Public

Commission Expires _____



ANTHONY L. LUCCI
VICE PRESIDENT

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

STATE OF ILLINOIS
COUNTY OF LAKE

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CONNIE NORMAN personally known to me to be the V. P. of said association, and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such V. P., signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said association, as her free and voluntary act, and as the free and voluntary act of said association, for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 2nd day of June 2003

This instrument was prepared by:

First Midwest Bank
300 Hunt Club Road
Gurnee, Illinois 60031

Patricia Jones
Notary Public

Commission Expires 10/1/05



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LEGAL DESCRIPTION

P.I.N.#24-29-311-016

PROPERTY COMMONLY KNOWN AS: 12412 S. MEAD AVENUE, PALOS HEIGHTS, IL 60463

LOT 53 IN AUSTIN VIEW ADDITION, A SUBDIVISION OF PART OF THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

LETTER OF DIRECTION

UNOFFICIAL COPY

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$151,218.76	04-28-2003	04-23-2018	10164481				

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: CONSTANTINE DEMACOPOULOS
ANGELIKE DEMACOPOULOS
12412 S. MEAD AVENUE
PALOS HEIGHTS, IL 60463

Lender: FIRST MIDWEST BANK
JOLIET MAIN
300 PARK BOULEVARD
SUITE 400
ITASCA, IL 60143

COLE TAYLOR BANK AS SUCCESSOR TRUSTEE
TO HARRIS TRUST AND SAVINGS BANK
850 WEST JACKSON BOULEVARD
CHICAGO, IL 60607

APRIL 28, 2003

You are hereby authorized and directed to execute/provide in your capacity as Trustee under your trust number 37467 the following documents (copy of same being hereto attached) and upon execution of same to deliver to: FIRST MIDWEST BANK JOLIET. The undersigned do hereby certify that all of said documents to be executed by you have been examined by the undersigned and that all statements contained therein are true and correct. The undersigned certifies to the Trustee that the hereinafter-described real estate is not subject to the reporting requirements of "The Responsible Property Transfer Act of 1988" (30 Ill. Rev. Stat, Secs. 903-907, as Amended), and that no toxic waste, noxious, radioactive or hazardous material is stored on, or otherwise exists, upon said premises.

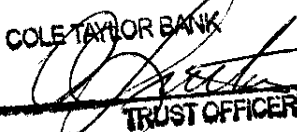
DESCRIPTION OF DOCUMENTS:

EXECUTE/PROVIDE all the following documents:

- Certified Copy of Trust Agreement (to include all amendments)
- ALTA Statement
- Certified Copy of Letter of Direction
- Note dtd
- Modification of Loan #10164484 and Mortgage dated June 24, 1998
- Assignment of Rents dtd
- Primary Collateral Assignment under Land Trust dtd
- Pay Proceeds Letter to:

MAY 21 2003


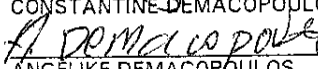
We hereby certify that this is a true and correct copy of the original now held in our files

COLE TAYLOR BANK
BY 
TRUST OFFICER

ALL COVERING PROPERTY LEGALLY DESCRIBED AS FOLLOWS:

LOT 53 IN AUSTIN VIEW ADDITION, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AUTHORIZED SIGNORS:

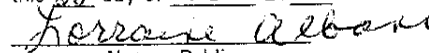
 Date 05-08-03
CONSTANTINE DEMACOPOULOS
 Date 05-08-03
ANGELIKE DEMACOPOULOS

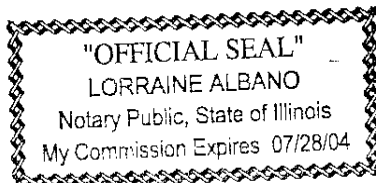
First Midwest Bank

By: _____

Its: _____

Subscribed and sworn to before me
this 08 day of 05 2003


Notary Public
LORRAINE ALBANO
revised 1/99.



UNOFFICIAL COPY ALTA LOAN AND EXTENDED COVERAGE POLICY STATEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$151,218.76	04-28-2003	04-23-2018	10164481				

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Grantor: CONSTANTINE DEMACOPOULOS
ANGELIKE DEMACOPOULOS
12412 S. MEAD AVENUE
PALOS HEIGHTS, IL 60463

Lender: FIRST MIDWEST BANK
JOLIET MAIN
300 PARK BOULEVARD
SUITE 400
ITASCA, IL 60143

POLICY COMMITMENT NUMBER: _____ **LOAN NUMBER:** 10164481

With respect to the land described in the above commitment number, the signatories herein make the following statements for the purpose of inducing the following named title insurance company to issue the subject title policies:

Name of Title Insurance Company: _____

Statement Of Seller(s)

The seller(s) certify that for the past two years no building permit has issued nor have any improvements to the subject land been made which could result in an increase in the assessed tax valuation of the subject land.

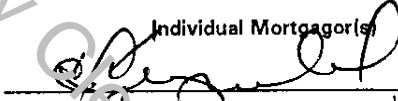

Statement of Seller(s) and Mortgagor(s)

The seller(s) and mortgagor(s) certify that, to the best of their knowledge and belief, no contracts for the furnishing of any labor or material to the land or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have or are to become attached to the land or any improvements thereof as fixtures, have been given or are outstanding that have not been fully performed and satisfied; and that no unrecorded leases to which the land may be subject are for more than a three-year term or contain an option to purchase, right of renewal or other unusual provisions, except as follows (if none, state "none"; use reverse side if necessary):

Statement Of Mortgagor(s)

The mortgagor(s) certifies that the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgees thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

Date: _____ This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly intended that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement contained in this instrument.

Individual Mortgagor(s)

 _____ (Seal)

 _____ (Seal)

IN WITNESS WHEREOF _____ has caused these presents to be signed by its _____ President and attested by its _____ Secretary under its corporate seal on the above date.

IN WITNESS WHEREOF _____ has caused these presents to be signed by its _____ President and attested by its _____ Secretary under its corporate seal on the above date.

BY: _____
ATTEST: _____
COLE TAYLOR BANK is successor Land Trustee to Harris Bank and all references within this document to Harris Bank shall be deemed to mean Cole Taylor Bank as Successor Trustee.

Corporate Mortgagor(s)
COLE TAYLOR BANK

BY: _____
ATTEST: _____

Lender's Disbursement Statement

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment number were fully disbursed to or on the order of the mortgagor on _____; and, to the best knowledge and belief of the undersigned, the proceeds are not to be used to finance the making of future improvements or repairs on the land.

Date: _____ **Signature:** _____