

cti

UNOFFICIAL COPY 08058147

3457/0138 30 001 Page 1 of 5  
1998-11-23 09:58:13  
Cook County Recorder 29.00



RECORDATION REQUESTED BY:  
First National Bank of Blue Island  
13057 S. Western Ave.  
Blue Island, IL 60406

WHEN RECORDED MAIL TO:  
First National Bank of Blue Island  
13057 S. Western Ave.  
Blue Island, IL 60406

FOR RECORDER'S USE ONLY

7547209 L

5

This Modification of Mortgage prepared by: KATHY KOSMAN / LJZ

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 1, 1998, BETWEEN FIRST NATIONAL BANK OF BLUE ISLAND AS T/U/T NO. 95034, AND NOT INDIVIDUALLY (referred to below as "Grantor"), whose address is 13057 S. WESTERN AVENUE, BLUE ISLAND, IL 60406; and First National Bank of Blue Island (referred to below as "Lender"), whose address is 13057 S. Western Ave., Blue Island, IL 60406.

MORTGAGE. Grantor and Lender have entered into a mortgage dated November 1, 1995 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED ON 4-3-95 IN THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NO. 95-221943 AND NO. 95-221944 AND RE-RECORDED ON 11-21-95 AS DOCUMENT NO. 95-808052 AND NO. 95-808053; MODIFICATION OF MORTGAGE DATED 7-1-95 AND RECORDED ON 3-7-96 IN THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NO. 96-174552; MODIFICATION OF MORTGAGE DATED 11-1-95 AND RECORDED ON 3-7-96 IN THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NO. 96-174553; MODIFICATION OF MORTGAGE DATED 5-1-96 AND RECORDED ON 1-10-97 IN THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NO. 97-022858

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

**PARCEL 1:**

THOSE PORTIONS OF BLOCK 1 IN ROBINSON'S ADDITION TO BLUE ISLAND A SUBDIVISION IN THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 13 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID BLOCK 1, 140 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WEST 150 FEET; THENCE SOUTH 71 8/12 FEET; THENCE EAST 150 FEET; THENCE NORTH 71 8/12 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

THE NORTH 7 FEET OF THE EAST 120 FEET OF THE SOUTH 100 FEET OF THE EAST 1/2 OF BLOCK 1 IN ROBINSON'S ADDITION TO BLUE ISLAND A SUBDIVISION IN THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT FROM SAID TRACT OF LAND THE WEST 5 FEET RESERVED FOR ALLEY)

P.I.N. #24-36-404-012-0000 COMMON ADDRESS: 13110-16 S. WESTERN AVE., BLUE ISLAND, IL 60406

LOTS 5 AND 6 IN THE SUBDIVISION OF THE EAST 1/2 OF BLOCK 8 IN ROBINSON'S ADDITION TO BLUE ISLAND IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #24-36-408-014 & 015 COMMON ADDRESS: 13158 S. WESTERN AVE. & 2412 JAMES

**BOX 333-CTI**

STREET, BLUE ISLAND, IL

THE WEST 30 FEET OF THE EAST 60 FEET OF LOT 1 (EXCEPT THE NORTH 342 FEET THEREOF) IN ROBINSON'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF THE WEST 1/2 OF THE SOUTH EAST 1/4 AFORESAID; THENCE WEST 90 FEET; THENCE SOUTH 580 FEET MORE OR LESS TO STONY CREEK; THENCE EASTERLY ALONG THE NORTHERLY LINE OF STONY CREEK TO THE EAST LINE OF SAID WEST 1/2 OF THE SOUTH EAST 1/4; THENCE NORTH TO THE POINT OF BEGINNING.

P.I.N. #24-36-400-010-0000 COMMON ADDRESS: 2603 W. GROVE STREET, BLUE ISLAND, IL 60406

The Real Property or its address is commonly known as 13110-16 S. WESTERN AVE., 2412 JAMES ST., 13158 S. WESTERN AVE., AND 2603 GROVE STREET, BLUE ISLAND, IL 60406.

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

MATURITY DATE EXTENDED TO OCTOBER 1, 2003  
LIEN AMOUNT REDUCED TO \$281,505.39.

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 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. 95034 AND DATED MARCH 20, 1995.

BORROWER:

FIRST NATIONAL BANK OF BLUE ISLAND AS T/U/T NO. 95034, AND NOT INDIVIDUALLY

By: EXONERATION PROVISION RESTRICTING ANY LIABILITY OF THE  
FIRST NATIONAL BANK OF BLUE ISLAND, ATTACHED HERETO OR  
STAMPED HEREON IS HEREBY EXPRESSLY MADE A PART HEREOF

By: SEE RIDER ATTACHED  
HERETO AND MADE A PART HEREOF

08058147

LENDER:

First National Bank of Blue Island

By: [Signature]  
Authorized Officer

173-EEC X019

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois  
COUNTY OF Cook ) ss

08058147

On this 16 day of November, 19 98, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_ of FIRST NATIONAL BANK OF BLUE ISLAND AS T/U/T NO. 95034, AND NOT INDIVIDUALLY, 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.

By \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

LENDER ACKNOWLEDGMENT

STATE OF Illinois  
COUNTY OF Cook ) ss

On this 16 day of Nov., 19 98, before me, the undersigned Notary Public, personally appeared Lee J. Zagrebekis 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 Cathleen R. Unton Residing at Blue Island  
Notary Public in and for the State of Illinois  
My commission expires \_\_\_\_\_



# UNOFFICIAL COPY

08058147

## MORTGAGE MODIFICATION AGREEMENT RIDER

THIS MORTGAGE MODIFICATION AGREEMENT is executed by FIRST NATIONAL BANK OF BLUE ISLAND, not individually, but as Trustee under its Trust No. 95034 in the exercise of the power and authority conferred upon and vested in it as Such Trustee ( and said FIRST NATIONAL BANK OF BLUE ISLAND hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on FIRST NATIONAL BANK OF BLUE ISLAND, individually, to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants, either express or implied, herein contained, all such liability, if any, being expressly waived by the holder hereof, its successors and assigns, and by every person now or hereafter claiming any right or security hereunder, and that so far as FIRST NATIONAL BANK OF BLUE ISLAND, individually, its successors and assigns, are concerned, the legal holder or holders of said principal note and any persons to whom any indebtedness may by due hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note provided; provided, however, this waiver shall in no way affect the personal liability of any co-makers, co-signers, or endorsers.

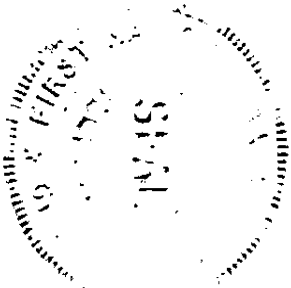
IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its ~~Vice President~~ <sup>Trust Officer</sup> and attested by its ~~Assistant Secretary~~ <sup>Officer</sup> this 16 day of Nov., A.D. 19 98.

FIRST NATIONAL BANK OF BLUE ISLAND,  
as TRUSTEE under its TRUST

NO. 95034 and not individually-

By Shelly V. Harris  
TRUST OFFICER

Attest: Michael Cava  
OFFICER



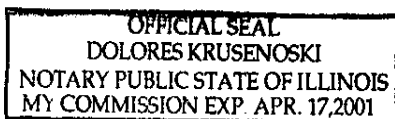
STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY that Shelly V. Harris, Trust Officer of FIRST NATIONAL BANK OF BLUE ISLAND and Michael Cava, Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Trust Officer and Officer 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 Bank, for the uses and purposes therein set forth; and the said Officer did also then and there acknowledge that he as custodian of the corporate seal of said Bank, to said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of Nov., A.D. 1998.



Dolores Krusenoshki  
Notary Public

