

UNOFFICIAL COPY

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1998-12-07 11:54:19  
Cook County Recorder 27.50

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

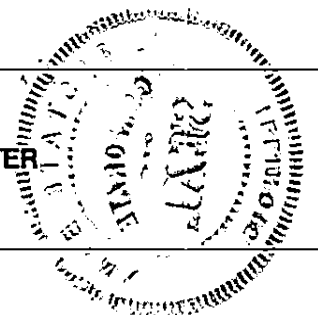


08107577

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MFB-TINLEY PARK BANKING CENTER  
16255 SOUTH HARLEM AVENUE  
CHICAGO, ILLINOIS 60477



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 23, 1998, BETWEEN Interstate Bank<sup>T</sup> of Oak Forest, Trustee under Trust Agreement dated 4/21/91 and known as Trust No. 91-172, as Trustee, (referred to below as "Grantor"), whose address is , IL 60477; 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 dated September 2, 1998 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage Recorded November 6, 1998 as document number 08002900

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

THAT PART OF LOT 1 IN BLOCK 1 IN WILLIAM C. GROEBE AND COMPANY'S KIMBERLY HEIGHTS ADDITION TO TINLEY PARK HEREINAFTER DESCRIBED, LYING WEST OF THE LINE 1320 FEET EAST OF (MEASURED ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 20) AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 20 IN WILLIAM C. GROEBE AND COMPANY'S KIMBERLY HEIGHTS ADDITION TO TINLEY PARK SITUATED IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MAY 11, 1955 AS DOCUMENT NO. 1593767 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED AS DOCUMENT NO. 1601732

The Real Property or its address is commonly known as 6201 James Street, Tinley Park, IL 60477. The Real Property tax identification number is 28-20-302-011-0000.

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

The Maturity date of November 23, 1998 is hereby extended to February 5, 2000. 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

(Continued)

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 INTERSTATE BANK OF OAK FOREST AND DATED APRIL 2, 1991.

BORROWER:

Interstate Bank, F/K/A

Interstate Bank of Oak Forest, Trustee under Trust Agreement dated 4/2/91 and known as Trust No. 91-172

SUBJECT TO THE REGULATORY PROVISIONS

ATTACHED HERETO AND MADE A PART OF.

By: Andrew E. Tinberg  
BY: Trust Officer

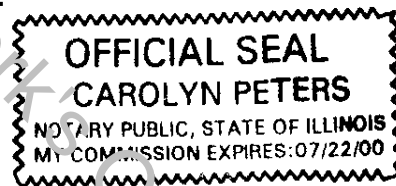
By: Virginia Browning  
BY: Authorized Signor  
VP & Cashier

LENDER:

Manufacturers Bank

By: Diane R. Nagel  
Authorized Officer  
Vice President

CORPORATE ACKNOWLEDGMENT



STATE OF Illinois )

) ss

COUNTY OF Cook )

On this 30th day of November, 19 98, before me, the undersigned Notary Public, personally appeared BY: Trust Officer; and BY: Authorized Signor of Interstate Bank of Oak Forest, Trustee under Trust Agreement dated 4/2/91 and known as Trust No. 91-172, 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. \*K/N/A Interstate Bank

By Carolyn Peters Residing at Oak Forest, IL

Notary Public in and for the State of Illinois

My commission expires July 22, 2000

MORTGAGE/TRUST DEED EXONERATION RIDER

This Mortgage/Trust Deed is executed by Interstate Bank, not personally but 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 nothing contained in this Mortgage/Trust Deed or in any related Note shall be construed as creating any liability on the Trustee or on Interstate Bank personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by the Mortgagee/Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and Interstate Bank personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, or in the manner provided herein or in said Note or by action to enforce the personal liability of the guarantor, if any. In the event of conflict between the terms of this Rider and the Mortgage/Trust Deed on any question of liability or obligation resting upon said Trustee, the terms of this Rider shall control.

County Clerk's Office

LENDER ACKNOWLEDGMENT

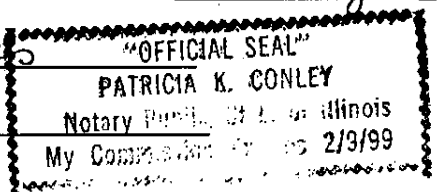
STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this 27<sup>th</sup> day of Dec, 19 98, before me, the undersigned Notary Public, personally appeared Diane R. Meyer 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 Patricia K. Conley Residing at Truly Park St

Notary Public in and for the State of Illinois

My commission expires 2/9/99



Cook County Clerk's Office