

UNOFFICIAL COPY

08108532

1998-12-07 15:04:57

Cook County Recorder 25.50



08108532

RECORDATION REQUESTED BY:

**BROADWAY BANK
5960 N. BROADWAY
CHICAGO, IL 60660**

WHEN RECORDED MAIL TO:

**BROADWAY BANK
5960 N. BROADWAY
CHICAGO, IL 60660**

SEND TAX NOTICES TO:

**BROADWAY BANK
5960 N. BROADWAY
CHICAGO, IL 60660**

FOR RECORDER'S USE ONLY

REI TITLE SERVICES # 659713

3

This Modification of Mortgage prepared by: **BROADWAY BANK
5960 N. BROADWAY AVENUE
CHICAGO, ILLINOIS 60660**

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 30, 1998, BETWEEN ALBANY BANK AND TRUST COMPANY, as Trustee, (referred to below as "Grantor"), whose address is 3400 W. LAWRENCE AVENUE, CHICAGO, IL 60625; and BROADWAY BANK (referred to below as "Lender"), whose address is 5960 N. BROADWAY, CHICAGO, IL 60660.

MORTGAGE. Grantor and Lender have entered into a mortgage dated November 1, 1991 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED ON NOVEMBER 21, 1991 AS DOCUMENT #91613437

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

LOT 21, 22, 23 AND 24 IN THE SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 30 IN JACKSON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11 AND THE SOUTH WEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

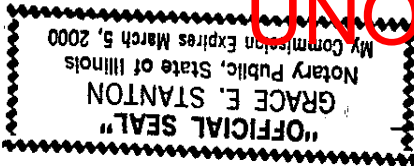
The Real Property or its address is commonly known as **3056 W. LAWRENCE AVENUE, CHICAGO, IL 60625.**
The Real Property tax identification number is **13-12-315-023-0000.**

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

EXTENDED MATURITY DATE: JANUARY 30, 1999, PRINCIPAL INCREASE FROM \$140,000 TO \$150,000.

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.

UNOFFICIAL COPY



My commission expires _____

Notary Public in and for the State of _____

Residing at _____

By Grace E. Stanton

On this 19th day of MAY, 1998, before me, the undersigned Notary Public, personally appeared ARNOLD J. KAZOV, TRUST OFFICER and MICHAEL DEUTCOVER, VICE-PRESIDENT of ALBANY BANK AND TRUST COMPANY, 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.

STATE OF ILLINOIS
COUNTY OF COOK
(ss) _____

CORPORATE ACKNOWLEDGMENT

Authorized Officer

By: [Signature]
BROADWAY BANK

LENDER:

This instrument is executed by ALBANY BANK & TRUST COMPANY N.A., not personally but solely as Trustee, as provided. All the covenants, including but not limited to all environmental representations and conditions to be performed hereunder by ALBANY BANK & TRUST COMPANY N.A. are undertaken by it solely as Trustee, as stated and not individually, and no personal liability shall be asserted or be enforceable against ALBANY BANK & TRUST COMPANY N.A. by reason of any of the covenants, statements, representations or warranties contained in this instrument.

TRUST OFFICER
By: [Signature]
VICE PRESIDENT

By: [Signature]
ALBANY BANK AND TRUST COMPANY

BORROWER:

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 11-4117 AND DATED MARCH 18, 1993.

(Continued)

MODIFICATION OF MORTGAGE

Loan No 01-30-1998

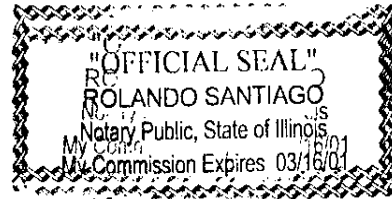
Page 2

Page 2 of 3

08108532

LENDER ACKNOWLEDGMENT

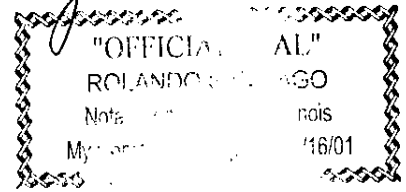
STATE OF Illinois)
) ss
COUNTY OF Cook)



On this 30th day of January, 19 98, before me, the undersigned Notary Public, personally appeared GLORIA SGURGS and known to me to be the LOAN OFFICER, 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 [Signature] Residing at Broadway Bank

Notary Public in and for the State of Illinois
My commission expires 3/16/01



Cook County Clerk's Office