UNOFFICIAL CO4/0001 02 001 Page 1 of

1999-11-19 09:24:12

Cook County Recorder

25.50

RECORDATION REQUESTED BY:

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



WHEN RECORDED MAIL TO:

First Midwest Bank, N.A. P.O. Box 6480 Version Hills, IL 60061

73892-0-001

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST MIDWEST BANK, N.A. 945 LAKEVIEW PARKWAY, SUITE 170 VERNON HILLS, ILLINOIS 60061

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 1, 1999, BETWEEN GRAYMORRE LEASING, AN ILLINOIS GENERAL PARTNERSHIP (referred to below 32 "Grantor"), whose address is 6114 WEST 159TH STREET, OAK FOREST, IL 60452; and FIRST MIDWEST 2ANK, NATIONAL ASSOCIATION (referred to below as "Lender"), whose address is 300 PARK BOULEVARD, SUITE 400, ITASCA, IL 60143.

MORTGAGE. Grantor and Lender have entered into a mortgage dated October 31, 1995 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED NOVEMBER 6, 1995 AS DOCUMENT #95-761080

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

LOT 3 IN MC NAMARA'S 107TH AND KEATING AVENUE SUBDIVISION OF LOT 1 AND LOT 2 (EXCEPT THE WEST 116 FEET OF LOT 2) IN BLOCK 9 IN FREDERICK H. BARTLETT'S HIGHWAY ACRES, A SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 13 FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 10701 SOUTH CICERO, OAK LAWN, IL \$9453.

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

TO DELETE THE DEFINITION OF "NOTE" THEREIN ITS ENTIRETY AND TO INSERT IN LIEU THEREOF THE FOLLOWING: "NOTE. THE WORD "NOTE" MEANS THE PROMISSORY NOTE OR CREDIT AGREEMENT DATED NOVEMBER 1, 1999 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$217,705.70 FROM BORROWER TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT. ALSO TO MODIFY THE DEFINITION OF "INDEBTEDNESS" BY DELETING THE LAST SENTENCE IN ITS ENTIRETY AND INSERTING IN LIEU THEREOF THE FOLLOWING: "AT NO TIME SHALL THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE, EXCEED \$653,117.10.

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

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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.

MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.	
GRANTOR:	
GRAYMORRE LEASING, AN ILLINOIS GENERAL PARTNERSHIP	•
By gen & felland	
ROGER L. WILSON, SR., General Partner	
By: New Trans Drilson	
MARY FRANCES WILSON, General Partner	P. Marie
Ox	·
	•
LENDER:	
FIRST MIDWEST BANK, NATIONAL ASSOCIATION	the state of the s
By: Ward Cocles Authorized Officer	20 - 10 - 10 - 10 - 10 - 10 - 10 - 10 -
Authorized Officer	
PARTNERSHIP ACKNOWLEDGMENT	
	0
STATE OF Illinois	"OFFICIAL SEAL"
) ss	DANN M. MCFADDEN Notary Public, State of Illinois
COUNTY OF (Apple)	My Commistion Expires 04/26/03
OLVIA Port 1 On	wadersigned No. 24 Public personally
On this <u>Allowed</u> day of <u>Subject</u> , 19 <u>49</u> , before me, the appeared ROGER L. WILSON, SR., General Partner of GRAYMORI	undersigned No.c.y Public, personally RE LEASING, AN ILCINOIS GENERAL
PARTNERSHIP; and MARY FRANCES WILSON, General Partner of	GRAYMORRE LEASING, AN ILLINOIS
GENERAL PARTNERSHIP, and known to me to be partners or designated the Modification of Mortgage and acknowledged the Modification to be the	e free and voluntary act and deed of the
partnership, by authority of statute or its Partnership Agreement, for the	e uses and purposes therein mentioned,
and on oath stated that they are authorized to execute this Modification behalf of the partnership.	and in fact executed the modification of
Λ	July Park
By Waun M. M. Adden Residing at _	July Hor
Notary Public in and for the State of	U
My commission expires 4-36-03	

11-01-1999 Loan No 1

(Continued)

## LENDER ACKNOWLEDGMENT

STATE OF CHUNOUS	——)
COUNTY OF CASK	) ss
appeared and	before me, the undersigned Notary Public, personally known to me to be the,
instrument to be the free and voluntary act and deed of	vithin and foregoing instrument and acknowledged said the said Lender, duly authorized by the Lender through its
authorized to execute this said instrument and that the s	es therein mentioned, and on oath stated that he or she is eal affixed is the corporate seal of said Lender.
By Mux M. Mydden	Residing at Mun M. M. Halden
Notary Public in and for the State of	s July Park
My commission expires	
ASED BDO. Box 11 S. Dat. 9 T.M. Off. Vol. 2023 (c) 402	0.051.0.0
ASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.26¢ (c) 199 IL-G201 F3.26b GRAYMORS.LN C10.OVL]	9 CFI Proservices, Inc. All rights reserved.
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	Olympia Clark
	John Clarks
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