

92479092

MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT is made this 12th day of June, 1991, by and between COMMERCIAL NATIONAL BANK OF BERWYN, A NATIONAL BANKING CORPORATION the owner of the note and mortgage hereinafter described, and Bank of Lansing as Trustee, U/T/A dated 1/19/78, Trust #2040 representing themselves to be the owners of the real estate hereinafter and in said mortgage described ("owner").

In consideration of the mutual promises of the parties hereto, the parties hereby agree to increase the line of credit amount to \$ 30,000.00 in the note or notes of COMMERCIAL NATIONAL BANK OF BERWYN dated June 13, 1991, 1991, ("note"), secured by a mortgage ("mortgage") recorded on July 3, 1991, 1991, in the office of the recorder of deeds of Cook County, Illinois, as document No. 91331224 conveying to the bank certain real estate in Cook County, Illinois, described as follows:

Lot 18 in Block 3 in William A. Bond and Company's Second Douglas Park L Addition, a Subdivison of Lots 2 and 1 in Circuit Court Partition of the W 1/2 of the NW 1/4 and the W 1/2 of the SW 1/4 of Section 20, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois

92479092

DEPT-01 RECORDING 111.50
32555 TRAN BE44 07/01/92 12:46:00
45454 # 92-479092
COO. COUNTY RECORDER

P. I. N. 16-20-301-016

COMMON ADDRESS 1641 Cuyler Avenue
Berwyn, Illinois 60402

Office

3150

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Property of Cook County Clerk's Office

James A. Gallo, Asst. Secretary

ATTEST:

Lori A. Jozefik, Asst. Vice President

BY:

COMMERCIAL NATIONAL BANK OF BERYN

Attest:

SEE TRUSTEE'S SIGNATURE RIDER ATTACHED

OWNER:

Bank of Lansing as Trustee, U/T/A dated 1/19/76, Trust # 2040-129

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IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this Agreement the day and year first above written.

This loan is payable in full on, June 13, 1996. At maturity, you must repay the entire principal balance of the loan and unpaid interest then due. The Bank is under no obligation to refinance the loan at that time. You will, therefore, be required to make payment out of other assets that you may own, or you will have to find a lender, which may be the bank you have this loan with, willing to lend you the money. If you refinance this loan at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain refinancing from the same bank.

This agreement is supplementary to the Mortgage. All provisions of the Mortgage and Note, including the right to declare principal and accrued interest due for any cause specified in the Mortgage or Note, shall remain in full force and effect. The terms and conditions of this Agreement and the Note or Mortgage. The Owner agrees to perform all the covenants of the grantor or grantors in the Mortgage. The provisions of this Agreement shall inure to the benefit of any holder of the Note and shall bind the heirs, personal representatives and assigns of the Owner. This agreement shall be governed and construed in accordance with the laws of the State of Illinois. The Owner hereby waives and releases all rights and benefits accruing under and by virtue of any and all statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise and all other interest in the above described real estate, including, without limitation, and exemptions the Owner may have under any state or federal bankruptcy or insolvency laws in the above described real estate.

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RECEIVED BY THE CLERK OF THE COURT
JULY 10 1997

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LAND TRUST RIDER TO MORTGAGE

This Rider is dated June 12, 1972 and is a part of and amends and supplements the Mortgage, ("Mortgage") of the same date executed by the undersigned ("Trustee"), Bank of Lansing as Trustee dated 1/19/78, #2040-129 [a national banking association] [an Illinois banking corporation], not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to the undersigned pursuant to a Trust Agreement dated 1/19/78, 1972, and known as Trust No. 2040-129 ("Trust No. 2040-129") to secure a certain Home Equity Revolving Line of Credit Agreement executed by the Trustee and the beneficiaries under Trust No. 2040-129 ("Agreement") of the same date to Commercial National Bank of Berwyn ("Bank"). The Mortgage covers the property described in the Mortgage and located at : 1641 Cuyler Avenue, Berwyn, Illinois

The Trustee agrees that the Mortgage is amended and supplemented to read as follows:

- A. The property covered by the Mortgage (referred to as "Property" in the Mortgage) includes, but is not limited to, the right of the Trustee, if any, or of any beneficiary of Trust No. 2040-129 and covering the Property to manage, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such right is classified as real or personal property.
- B. This Mortgage is executed by the undersigned, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Agreement contained shall be construed as creating any liability on the undersigned personally to pay the Agreement or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned and its successors personally are concerned, the legal holder or holders of the Agreement and the owner or owners of any indebtedness accruing hereunder shall look solely to the Property hereby conveyed for the

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payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Agreement provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank of Lansing #2040-129, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the 12th day of June, 1992.

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American Nat'l Bank/Lansing
as Trustee as aforesaid and not personally under Trust No. and dated

SEE TRUSTEE'S SIGNATURE RIDER ATTACHED
HERE TO AND MADE A PART HEREOF
BY: [Signature]
Vice President

Attest: [Signature]
Assistant Secretary

STATE OF ILLINOIS)
COUNTY OF)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, Vice President of COMMERCIAL NATIONAL BANK OF BERWYN and _____, of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers appear 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, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to said instrument as said Assistant Secretary own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

92479392

Given under my hand and Notarial Seal this _____ day of _____ 19____.

Notary Public

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Mortgage Modification Agreement and

THIS ~~NOTE~~ ~~MORTGAGE~~ ~~ASSIGNMENT~~ ~~OF~~ ~~RENTS~~, ~~AND~~ ~~Trust~~ ~~Rider~~ ~~to~~ ~~Mortgage~~
 dated 6/12/92, in the amount of \$ _____ is executed
 by the AMERICAN NATIONAL BANK OF LANSING, not personally but as Trustee as
 aforesaid in the exercise of the power and authority conferred upon and
 vested in it as such Trustee (and said AMERICAN NATIONAL BANK OF LANSING,
 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
 the said First Party or on the said AMERICAN NATIONAL BANK OF LANSING
 personally to pay the said note or any interest that may accrue thereon, or
 any indebtedness accruing hereunder, or to perform any covenant either
 express or implied herein contained, all such liability, if any, being
 expressly waived by Mortgage and by every person now or hereafter claiming
 any right or security hereunder and that so far as the First Party and its
 successors and said AMERICAN NATIONAL BANK OF LANSING personally are
 concerned, the legal holder or holders of said instrument 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 any
 lien hereby created, in the manner herein and in said note provided or by
 action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK OF LANSING, not
 personally but as Trustee aforesaid, has caused these presents to be signed
 by its Vice President & Trust Officer and its corporate seal to
 be hereunto affixed and attested by its Second Vice President this
12 day of June 19 92.

AMERICAN NATIONAL BANK OF LANSING, Lansing, Illinois, not
 personally but as Trustee under the provisions of a Trust Agreement dated
2/28/78 and known as Trust No. 2040729.

BY: Jerome M. Gardberg
 Jerome M. Gardberg / Vice President & Trust Officer

ATTEST:
Steven Van Drunen
 Steven Van Drunen/Second Vice President
 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
Jerome M. Gardberg, of the AMERICAN NATIONAL BANK OF LANSING, a
 corporation of Illinois, and Steven Van Drunen, of said
 corporation of Illinois, personally known to me to be the same persons whose
 names are subscribed to the foregoing instrument as such
V.P. Trust Officer and Second Vice President,
 respectfully, appeared before me this day in person and acknowledged that
 they signed and delivered the said instrument as their own free and
 voluntary acts, and as the free and voluntary act of said corporation of
 Illinois, as Trustee, for the uses and purposes therein set forth; and the
 said Second Vice President did also then and there acknowledge that
 he, as custodian of the corporate seal of said corporation of Illinois, did
 affix the said corporate seal of said corporation of Illinois to said
 instrument as his own free and voluntary act, and as the free and voluntary
 act of said corporation of Illinois, as Trustee, for the uses and purposes
 therein set forth.

GIVEN ~~OFFICIAL~~ ~~SEAL~~ and Notarial Seal this 12 day of
June
DIANA M. SWANSON
 Notary Public, State of Illinois
 My Commission Expires 07/03/93
Diana Swanson
 Notary Public

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JACK JARDINO
HONORARY CLERK
JANUARY 1, 1983
COOK COUNTY CLERK'S OFFICE