

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

Colonial Bank
5850 West Belmont Avenue
Chicago, IL 60634-5299

WHEN RECORDED MAIL TO:

Colonial Bank
5850 West Belmont Avenue
Chicago, IL 60634-5299

DEPT-01 RECORDING \$27.50
#8888 TRAN 8028 11/04/93 12:26:00
#6308 # * - 53 - 892927
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 22, 1993, BETWEEN Colonial Bank, as Trustee, not personally but as Trustee under Trust Agreement dated 2/10/89 and known as Trust No. 1512, (referred to below as "Grantor"), whose address is 5850 W Belmont Avenue, Chicago, IL 60634; and Colonial Bank (referred to below as "Lender"), whose address is 5850 West Belmont Avenue, Chicago, IL 60634-5299.

MORTGAGE. Grantor and Lender have entered into a mortgage dated February 10, 1989 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Trust Deed recorded on February 23, 1989 as Document No. 89081663 and Assignment of Rents dated February 10, 1989 recorded on February 23, 1989 as Document No. 89081664.

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

LOT 13 IN SUBDIVISION OF SOUTH PORTION OF BLOCK 2 IN SUFFERNS SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2117 W Haddon, Chicago, IL 60622. The Real Property tax identification number is 17-06-306-019-0000.

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

Extend Maturity Date to October 1, 1996, Lower Interest Rate to 8.00% p.a. effective October 1, 1993, and Decrease Monthly Payment to \$541.02, principal and interest, payable on the 1st day of November 1993 and on the first day of each and every month thereafter until maturity date..

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 remain liable as to 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 NUMBER 1512 U/T/A DATED 2/10/89 AND DATED FEBRUARY 10, 1989.

BORROWER:

Colonial Bank as Trustee u/t/a #1512 SEE SIGNATURE RIDER ATTACHED

By: _____
Trust Officer

By: _____
Assistant Secretary

LENDER:

Colonial Bank
By: _____
Authorized Officer

93892687

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 6th day of October, 1993, before me, the undersigned Notary Public, personally appeared Trust Officer and Assistant Secretary of Colonial Bank, 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: Sonia Vale
Notary Public in and for the State of Illinois

Residing at 5850 W. Belmont, Chicago IL 60634
My commission expires _____



27.50

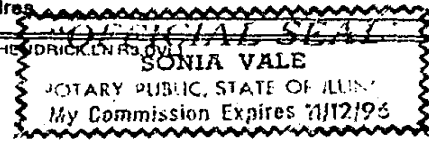
LENDER ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Cook

On this 6th day of October, 19 93, before me, the undersigned Notary Public, personally appeared David S. Grzenia and known to me to be the Sr. Vice President, authorized agent for the 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 5850 W. Belmont, Chicago IL 60634
Notary Public In and for the State of Illinois My commission expires [Signature]

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.16 (c) 1993 CFI Bankers Service Group, Inc. All rights reserved. [IL-G201 H5]



SIGNATURE RIDER ATTACHED Modification of Mortgage dated 9-22-93

This document is executed by COLONIAL BANK, not personally but as Trustee under Trust No. 1512 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

COLONIAL BANK, not personally, but solely as Trustee Under Trust Agreement dated 2/10/89 and known as Trust No. 1512.

BY [Signature]
Lorraine Nagle, Trust Officer

ATTEST: [Signature]
Maureen L. Prochenski, Asst Secy