

# UNOFFICIAL COPY

## RECORDATION REQUESTED BY:

MIDWEST BANK OF HINSDALE  
800 WEST CHESTNUT  
HINSDALE, IL 60521

## WHEN RECORDED MAIL TO:

MIDWEST BANK OF HINSDALE  
800 WEST CHESTNUT  
HINSDALE, IL 60521

## SEND TAX NOTICES TO:

MIDWEST BANK OF HINSDALE  
800 WEST CHESTNUT  
HINSDALE, IL 60521

93964826

DEPT-01 RECORDING

123.50

125555 TRAK 6215 11/26/93 11:26:00

17699 4 \* 93-1264826  
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 27, 1993, BETWEEN Midwest Bank and Trust Company, as Trustee under Trust Agreement dated June 8, 1984 and known as Trust Number 84-06-4434, a banking corporation (referred to below as "Grantor"), whose address is 1606 North Harlem, Elmwood Park, IL 60636; and MIDWEST BANK OF HINSDALE (referred to below as "Lender"), whose address is 800 WEST CHESTNUT, HINSDALE, IL 60521.

MORTGAGE. Grantor and Lender have entered into a mortgage dated March 27, 1982 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded in the office of the Cook County Recorder on April 7, 1982 as Document Number 92-233896

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

Parcel 1: Lots 5 to 11 (taken as a single tract) (except the East 37.24 feet as measured along the South line thereof) and (except the East 63 feet thereof) in Block 2 in Rossell's Bonnie Brae Addition to River Forest, being a Subdivision of the North half of the East half of the Northeast quarter of Section 1, Township 39 North, Range 12, East of the Third Principal Meridian, (except the West 33 feet and the South 33 feet thereof dedicated to the Village of River Forest for street purposes) (except that part which lies North of a straight line drawn Northeasterly from a point on the East line of said Lot 5 a distance of 10.80 feet South of the Northeast corner thereof to a point in the Northwest corner thereof) in Cook County, Illinois.

Parcel 2: The East 63 feet of Lots 5 to 11, taken as a single tract (except the East 37.24 feet as measured along the South line thereof) in Block 2 in Rossell's Bonnie Brae Addition to River Forest, being a Subdivision of the North half of the East half of the Northeast quarter of Section 1, Township 39 North, Range 12, East of the Third Principal Meridian, (except the West 33 feet and the South 33 feet thereof dedicated to the Village of River Forest for street purposes) (except that part which lies North of a straight line drawn Northeasterly from a point in the East line of said Lot 5 a distance of 10.80 feet South of the Northeast corner thereof to a point in the Northwest corner thereof), in Cook County, Illinois.

Parcel 3: Lots 25 and 26 in Mills and Sons' First Addition to Greenfield, being a Subdivision of the South 191 feet of the East half of the South West quarter of Section 36, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 7319-21, 7315-17 and 7708 West North Avenue, River Forest/Elmwood Pk., IL 60305. The Real Property tax identification number is 15-01-204-039, 15-01-204-040, 12-36-327-025, 12-39-327-024, 526

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

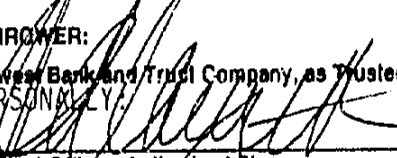
Reduce interest rate to 8.0% and change monthly payments to \$5,407.16.

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 endorses 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 84-06-4434 AND DATED JUNE 8, 1984.

## BORROWER:

Midwest Bank and Trust Company, as Trustee under Trust Agreement dated June 8, 1984 and known as Trust Number 84-06-4434, AND NOT PERSONALLY

By:   
SR, Trust Officer, Authorized Signer  
& V.P.

By:   
Emily S. Mentore  
Attent, Authorized Signer

SEE EXCULPATORY RIDER  
ATTACHED TO AND  
PART HEREOF.

23<sup>rd</sup> em

LENDER:  
MIDWEST BANK OF HINSDALE

By: \_\_\_\_\_  
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF COOK ) 83

"OFFICIAL SEAL"

Zelvin Lara

Notary Public, State of Illinois  
My Commission Expires Oct. 7, 1996

On this 29TH day of OCTOBER, 19 93, before me, the undersigned Notary Public, personally appeared Trust Officer and Aiteal, of Midwest Bank and Trust Company, as Trustee under Trust Agreement dated June 8, 1984 and known as Trust Number 84-06-4434, 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 \_\_\_\_\_ Residing at MIDWEST BANK & TRUST COMPANY  
Notary Public in and for the State of ILLINOIS My commission expires OCTOBER 7, 1996

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) 83

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, 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 \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_

Notary Public's Office