

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

Commercial National Bank of Berwyn
3322 Oak Park Avenue
Berwyn, IL 60402

93089268

WHEN RECORDED MAIL TO:

Commercial National Bank of Berwyn
3322 Oak Park Avenue
Berwyn, IL 60402

DEPT-01 RECORDINGS \$23.50
TR0000 TRAN #670 02/03/93 12:53:00
#3878 # *93-089268
COOK COUNTY RECORDER

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Exonerator: provision restricting any liability of the Commercial National Bank of Berwyn stated on the reverse side hereof is hereby expressly made a part hereof.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 3, 1992, BETWEEN Commercial National Bank of Berwyn as Trustee, U/T/A dated 5/9/88, Trust #880263 (referred to below as "Grantor"), whose address is 3322 S. Oak Park Ave., Berwyn, IL 60402; and Commercial National Bank of Berwyn (referred to below as "Lender"), whose address is 3322 Oak Park Avenue, Berwyn, IL 60402.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 7, 1992 (the "Mortgage"), recorded in Cook County, State of Illinois as follows:

Trust Deed dated May 7, 1992 recorded with the Cook County Recorder of Deeds on January 4th, 1993 as Document #93002142 and Assignment of Rents dated May 7th, 1992 recorded with the Cook County Recorder of Deeds on January 4th, 1993 as Document #93002143

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

LOT 30 IN BLOCK 34 IN GRANT LOCOMOTIVE WORKS ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1437 S. 51st Ave., Cicero, IL 60650. The Real Property tax identification number is 16-21-218-017.

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

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Extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of Twenty-eight thousand dollars and no/100ths (28,000.00) dated May 7, 1992 secured by a mortgage or trust deed in the nature of a mortgage registered/recorded January 4, 1993, in the office of the Registrar of Titles/Recorder of Cook County, Illinois as Document #93002142 and an Assignment of Rents recorded on January 4, 1993, in the office of the Registrar of Titles/Recorder of Cook County, Illinois as Document #93002143. The amount remaining unpaid on the indebtedness is \$28,000.00. Said remaining indebtedness of \$28,000.00 shall be paid on or before May 3rd, 1993 and the Owner in consideration of such extension promises and agrees to pay the principal sum secured by said mortgage or trust deed and assignment of rents as and when therein provided, as hereby extended, and to pay interest thereon until May 3rd, 1993 at the initial rate of 7.00% and at a varying rate of 1.00% above prime rate.

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 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 subsequent applications.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR: Carol Ann Weber
X By: Carol Ann Weber, Trust Officer
Commercial National Bank of Berwyn as Trustee, U/T/A dated 5/9/88, Trust #880263 and not individual.

Attest: Timothy T. Fullerton, Asst. Secretary

LENDER:
Commercial National Bank of Berwyn

By: Bryan Edward Sauer
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

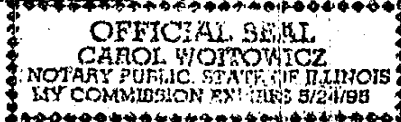
STATE OF Illinois)
COUNTY OF Cook) ss

On this day before me, the undersigned Notary Public, personally appeared Commercial National Bank of Berwyn as Trustee, U/T/A dated 5/9/88, Trust #880263, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of January, 1993.

By Carol Wojtowicz Residing at Berwyn, Ill.

Notary Public in and for the State of Illinois My commission expires 5-24-95



2350

LENDER ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS

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 _____

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This document is signed by COMMERCIAL NATIONAL BANK OF BERWYN not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the COMMERCIAL NATIONAL BANK OF BERWYN personally, or as Trustee, to sequester any of the earnings, avails or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the COMMERCIAL NATIONAL BANK OF BERWYN is hereby expressly waived by the parties hereto and their respective Successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the COMMERCIAL NATIONAL BANK OF BERWYN. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by COMMERCIAL NATIONAL BANK OF BERWYN as Trustee.

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Book County Clerk's Office