

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

BROADWAY BANK
6960 N. BROADWAY
CHICAGO, IL 60660

COOK COUNTY, ILLINOIS
FILED FOR RECORD

WHEN RECORDED MAIL TO:

BROADWAY BANK
6960 N. BROADWAY
CHICAGO, IL 60660

93 APR 22 AM 10:08

93297259

SEND TAX NOTICES TO:

BROADWAY BANK
6960 N. BROADWAY
CHICAGO, IL 60660

23m

Box 333

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MARCH 1, 1993, BETWEEN ALBANY BANK AND TRUST COMPANY, N.A., as Trustee, AS TRUSTEE UNDER TRUST NO. 11-4363 DATED JUNE 20, 1988, (referred to below as "Grantor"), whose address is 3400 W. LAWRENCE AVE., CHICAGO, IL 60625; and BROADWAY BANK (referred to below as "Lender"), whose address is 5960 N. BROADWAY, CHICAGO, IL 60660.

MORTGAGE. Grantor and Lender have entered into a mortgage dated September 22, 1988 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED ON SEPTEMBER 30, 1988 / S DOCUMENT NO. 88461044 AT COOK COUNTY RECORDER OF DEEDS

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

LOTS 7, 8, 9, 10, 11, 12, AND 13 IN BLOCK 18 IN THE HULBERT MILWAUKEE AVENUE SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 7532-52 NORTH MILWAUKEE AVE., CHICAGO, IL 60648. The Real Property tax identification number is 09-25-407-018-0000, 09-25-407-019-0000, 09-25-407-020-0000, 09-25-407-021-0000, 09-25-407-022-0000, 09-25-407-038-0000.

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

RATE DECREASE FROM 10.50% TO 9.00% AND PAYMENT DECREASE FROM \$5,655.12 TO \$5,213.99.

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 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 Lender. 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 11-4363 AND DATED JUNE 20, 1988.

BORROWER:

ALBANY BANK AND TRUST COMPANY, N.A.

By: *[Signature]*
TRUST OFFICER

LENDER:

BROADWAY BANK

By: *[Signature]*
Authorized Officer

This instrument is executed by ALBANY BANK & TRUST COMPANY N.A., not personally but solely as Trustee, as aforesaid. All the covenants, including but not limited to all environmental representations and conditions to be performed hereunder by ALBANY BANK & TRUST COMPANY N.A. are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against ALBANY BANK & TRUST COMPANY N.A. by reason of any of the covenants, statements, representations or warranties contained in this instrument.

A*99T-378 NA
5

PROPER COPY OF COOK COUNTY RECORDER OF DEEDS

65326266

Property of Cook County

LASER PRO (im) Ver. 3.15B (J) 1993 CFI Bankers Service Group, Inc. All rights reserved. (L-G201 E3.15 F3.15 P3.15 KOKOSIOU.LIN)

LENDER ACKNOWLEDGMENT

STATE OF Illinois COUNTY OF Cook

On this 18th day of March, 1993, before me, the undersigned Notary Public, personally appeared Albany Bank and Trust Company, N.A. and known to me to be the Authorized Agent and known to me to be the Authorized Agent, 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 I at the seal affixed is the corporate seal of said Lender.

Residing at 5960 N. Broadway, Chicago My commission expires _____

Notary Public in and for the State of _____

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois COUNTY OF Cook

On this 18th day of March, 1993, before me, the undersigned Notary Public, personally appeared Albany Bank and Trust Company, N.A. and known to me to be an authorized agent of the corporation, that executed the Modification of Mortgage and acknowledged the Modification of Mortgage 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature]
 Notary Public Cook County, Illinois
 My Commission Expires Feb. 17, 1996

Residing at _____ My commission expires _____

Notary Public in and for the State of _____