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Prepared by: RECORDATION REQUESTED BY:

OAK BROOK BANK  
1400 SIXTEENTH STREET  
OAK BROOK, IL 60521

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

94 MAY 20 AM 11:55

94456111

WHEN RECORDED MAIL TO:

OAK BROOK BANK  
1400 SIXTEENTH STREET  
OAK BROOK, IL 60521

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SEND TAX NOTICES TO:

OAK BROOK BANK  
1400 SIXTEENTH STREET  
OAK BROOK, IL 60521

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

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THIS MODIFICATION OF MORTGAGE IS DATED APRIL 1, 1994, BETWEEN OAK BROOK BANK AS TRUSTEE U/T/A #2259 DATED 2/22/90, NOT PERSONALLY, BUT SOLELY AS TRUSTEE (referred to below as "Grantor"), whose address is 1400 SIXTEENTH STREET, OAK BROOK, IL 60521; and OAK BROOK BANK (referred to below as "Lender"), whose address is 1400 SIXTEENTH STREET, OAK BROOK, IL 60521.

MORTGAGE. Grantor and Lender have entered into a mortgage dated March 1, 1990 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

A MORTGAGE AND ASSIGNMENT OF RENTS IN THE AMOUNT OF \$250,000.00 FROM BORROWER TO LENDER DATED MARCH 1, 1990 AND MODIFIED BY MODIFICATION OF MORTGAGE DATED APRIL 1, 1992 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT NUMBERS 90096660, 90096661 AND 92396880.

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

LOT 52 IN THE BURR OAKS GLEM UNIT 1, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BURR RIDGE, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 11507 BURR OAKS LANE, BURR RIDGE, IL 60525. The Real Property tax identification number is 18-30-403-019-0000.

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

THE MATURITY DATE IS CHANGED TO APRIL 1, 2001 FROM MARCH 1, 2010. THE INTEREST RATE IS CHANGED FROM 8.2% (TIED TO THE WEEKLY AVERAGE YIELD ON UNITED STATES TREASURY SECURITIES); TO THE FOLLOWING: THE LOAN SHALL BEAR INTEREST AT THE PRIME RATE AS PUBLISHED IN THE WALL STREET JOURNAL AND SHALL BE PAYABLE IN MONTHLY INTEREST PAYMENTS ONLY, BEGINNING MAY 1, 1994 AND CONTINUING ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL APRIL 1, 2001, WHEN A FINAL PAYMENT OF ALL PRINCIPAL AND INTEREST NOT YET PAID WILL BE DUE.

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 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 OAK BROOK BANK TRUST #2259 AND DATED FEBRUARY 22, 1990.

BORROWER:

OAK BROOK BANK AS TRUSTEE U/T/A #2259 DATED 2/22/90

By: [Signature]  
TRUST OFFICER

By: [Signature]  
ASSISTANT SECRETARY

This instrument is executed by OAK BROOK BANK, not personally but solely as trustee, as addressed. All the covenants and conditions to be performed hereunder by OAK BROOK BANK are undertaken by it solely as trustee, as stated, and no personal liability shall be exacted or be enforceable against OAK BROOK BANK because of any of the foregoing statements, representations or warranties contained in this instrument.

LENDER:

OAK BROOK BANK

By: [Signature]  
Authorized Officer

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BOX 333-CTI

117-111-111

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Property of Cook County Clerk

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Notary Public in and for the State of Illinois  
 By [Signature]  
 Residing at [Address]  
 My commission expires 9-1-97

On the 9th day of July, 1996, I, the undersigned Notary Public, personally appeared [Name] and known to me to be the [Title] of the [Company] and authorized agent for the Lender, who executed the [Instrument] and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, 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 to the corporate seal of said Lender.

STATE OF Illinois  
 COUNTY OF [County]

NOTARY PUBLIC  
 LAURA HOWLEY  
 MY COMMISSION EXPIRES 4/9/96

**LENDER ACKNOWLEDGMENT**

Notary Public in and for the State of Illinois  
 By [Signature]  
 Residing at [Address]  
 My commission expires 4/9/96

On the 9th day of July, 1996, I, the undersigned Notary Public, personally appeared [Name] and known to me to be the [Title] of the [Company] and authorized agent for the Lender, who executed the [Instrument] 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.

STATE OF Illinois  
 COUNTY OF [County]

NOTARY PUBLIC  
 LAURA HOWLEY  
 MY COMMISSION EXPIRES 4/9/96

**CORPORATE ACKNOWLEDGMENT**