

Prepared **UNOFFICIAL COPY**

RECORDATION REQUESTED BY: **94609670**

Midwest Bank and Trust Company
1606 N. Harlem Ave.
Elmwood Park, IL 60635
*Attn: Sheila
Hjerman*

WHEN RECORDED MAIL TO:
Midwest Bank and Trust Company
1606 N. Harlem Ave.
Elmwood Park, IL 60635



DEPT-01 RECORDING \$25.50
T#8888 TRAM 763 07/13/94 12:01:00
#5121 # JB *-94-609670
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JULY 5, 1994, BETWEEN Midwest Trust Services, Inc. as Trustee U/T/A #87-05-5230, as successor Trustee to Midwest Bank and Trust Company, as Trustee, (referred to below as "Grantor"), whose address is 1606 N. Harlem Avenue, Elmwood Park, IL 60635, and Midwest Bank and Trust Company (referred to below as "Lender"), whose address is 1606 N. Harlem Ave., Elmwood Park, IL 60635.

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

Trust Deed and Assignment of Rents recorded September 2, 1988 as Document #88-403466 & #88-403467

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

Lots 15, 16, 17 and 18 in Block 7 in Forest View (largely, being a Subdivision in the Southwest 1/4 of the Southeast 1/4 of Section 38, 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 7426-36 W. North Avenue, Elmwood Park, IL 60635. The Real Property tax identification number is 12-36-426-031; 12-36-426-032; 12-36-426-033; 12-36-426-034.

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

Said remaining indebtedness of \$42,830.73 shall be paid on or before 07/05/99. The interest shall remain 9.5%. The monthly payments of principal and interest shall be made beginning 08/05/94 in the amount of \$ 481.87 to be applied first to interest and the balance to principal until said remaining indebtedness is paid in full (not to exceed 07/05/99).

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 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 MIDWEST TRUST SERVICES, INC., AS TRUSTEE U/T/A #87-05-5230, AS SUCCESSOR TRUSTEE TO MIDWEST BANK AND TRUST COMPANY AND DATED MAY 12, 1987.

BORROWER:

Midwest Trust Services, Inc. as Trustee U/T/A #87-05-5230, as successor Trustee to Midwest Bank and Trust Company + NOT PERSONALLY

By: *Dave Augustyn*
Dave Augustyn, President

By: *Emilia S. Mentore*
Emilia S. Mentore, Assistant Vice President

SEE EXCULPATORY RIBER
ATTACHED TO AND
MADE PART HEREOF.

LENDER:

Midwest Bank and Trust Company

By: *Stephen Cox*
Authorized Officer

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06/27

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(Illegible)

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(Illegible)

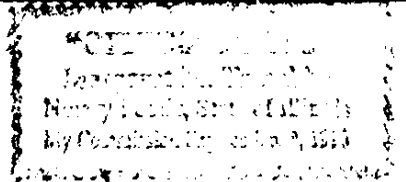
CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)

COUNTY OF COOK) SS

On this 6th day of JULY, 1994, before me, the undersigned Notary Public, personally appeared Dave Augustyn, President; and Emily Mentone, Assistant Vice President of Midwest Trust Services, Inc. as Trustee U/T/A #87-05-5230, as successor Trustee to Midwest Bank and Trust Company, 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 Margaret Twardo Residing at ELMWOOD PARK, IL.
Notary Public in and for the State of IL. My commission expires 1/8/99



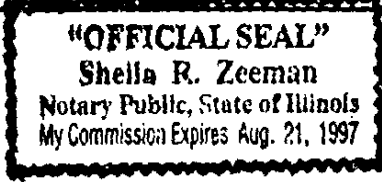
LENDER ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook) SS

On this 6th day of July, 1994, before me, the undersigned Notary Public, personally appeared Stephen Corti and known to me to be the VP 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 Sheila R. Zeeman Residing at Chicago Illinois
Notary Public in and for the State of Illinois My commission expires Aug 21, 1997



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THIS RIDER IS ATTACHED TO AND MADE PART OF CERTAIN
MODIFICATION OF MORTGAGE DATED JULY 5, 1994 AND EXECUTED
BY MIDWEST TRUST SERVICES, INC., SUCCESSOR TO MIDWEST
BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT
#87-05-5230:

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants and undertakings and agreements herein made on the part of the trustee are made and intended, not as personal warranties, indemnities, representations, covenants, undertakings and agreements of Midwest Bank & Trust Company, but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said Midwest Bank and Trust Company, not in its' own right, but as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against Midwest Bank and Trust Company on account of any warranties, indemnities, representations, covenants, undertaking or agreement therein contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through and under them.

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MIDWEST BANK & TRUST CO.
1506 NORTH HARLEM AVENUE
ELMWOOD PARK, ILLINOIS 60635

