INOFFICIAL COPY

RECORDATION REQUESTED BY 34609670

Midwest Bank and Trust Company

1506 N. Harlem Ave. Elmwood Park, IL 60635 Ctt. Milla

WHEN RECORDED MAIL TO:

Midwest Bank and Trust Company

1806 N. Harlem Ave. Elmwood Park, IL 60635 T#8888 TRAIL 763° 97/13/94 12:01:00 #5121 # JB ≃ - 94 - 609476 COOK COUNTY RECORDER

SPACE / BOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MERIGAGE IS DATED JULY 5, 1994, BETWEEN Midwest Trust Services, Inc. as Trustee U/T/A #87-05-5230, as successor Trustee to Midwatt Jank and Trust Company, as Trustee, (referred to below as "Grantor"), whose address is 1606 M. Harlem Avenue, Elmwood Park, IL 606:5, and Midwest Bank and Trust Company (referred to below as "Lender"), whose address is 1606 N. Harism Ave., Elmwood Park, IL 60635.

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

Trust Deed and Assignment of Rents seconded September 2, 1986 as Document #88-403466 & #88-403467

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

Lots 15, 16, 17 and 18 in Block 7 in Forest View (tarrers, being a Subdivision in the Southwest 1/4 of the Southeast 1/4 of Section 36, Tonythain 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. 60835. The Real Property tax identification number is 12-36-426-031; 12-36-426-032; 12-36-426-033; 12-38-426-034.

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

Said remaining indebtedness of \$42,830.73 shall be paid on or below 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 (no. to exceed 07/05/99).

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mudgage 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 Morigage 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 paties, 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 sign to the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based or an 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 walver 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 MONTCASE, 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 SUCCESSON TRUSTEE TO MIDWEST RANK AND TRUST COMPANY AND DATED MAY 12, 1987

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BORROWER:	h blunes o	م
Midwest Phistograpices, Inc. as Trustee U/T/A-487-05-1	5230, as successor Trustee to Michwest Bank and Trust Company + NOT PERSONNAL	1
on Milleauthi		60%
Dave Augustyn, President	mike Mentone, Assistant Vice Prosident	\approx
- (SEE EXCULPATORY RIBER	3
LENDER:	ATTACHED TO AND	6
Midwest Bank and Trust Company	MADE PART HEREOF.	
1/2 / /		

Authorized Officer

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(Welling)

Property of Coof County Clark's Office

(Continued)

STATE OF ILLINOIS	
STATE OF	
)88 Ammy Labia Street Minis 🔞	
COUNTY OF COOK	;
On this 674 day of JUU , 1974, before me, the undersigned Notary Public, personally appeared Dave Augustyn	r tyn,
President; and Emily Mentone, Assistant vice President of Midwest Trust Services, Inc. as Trustee U/T/A 987-05-5230, as successor Truste	3120
to Midwest Bank and Trust Company, and known to me to be authorized agents of the corporation that executed the Modification of Morigage an acknowledged the Modification to be the tree 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 mentiopid, and on oath stated that they are authorized to execute this Modification and in fact execute	uled
the Modification on behalfyof the corporation.	
By MURWELLY TUBLED Residing at ELMINON PACK TC.	
Notary Public in and for the State of	
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LENDER ACKNOWLEDGMENT "OFFICIAL SEAL"	{
State of Illen (200) Shella R. Zeeman	ŧ.
Notary Public, State of Hunois	{
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COUNTY OF OCH STORY OF COUNTY OR COUNTY OF COUNTY OF COUNTY OF COUNTY OF COUNTY OF COUNTY OF COU	\$
On this office day of 11 10 . 1994, before me, the undersigned Notary Public, personally appeared	wed
Stronger (0, H) and knewn to me to be the 1/55! VP authorized agent for the Lende	nder
that executed the within and foregoing instrument an a schowledged said instrument to be the free and voluntary act and deed of the said Lander	der,
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 death is sufficient to execute this said instrument and that the death is sufficient to execute this said instrument and that the death is sufficient to execute this said instrument and that the death is sufficient to execute this said instrument and that the death is sufficient to execute this said instrument and that the death is sufficient to execute this said instrument and that the death is sufficient to execute this said instrument and that the death is sufficient to execute this said instrument and that the death is sufficient to execute this said instrument and that the death is sufficient to execute this said instrument and that the death is sufficient to execute this said instrument and that the death is sufficient to execute this said instrument and that the death is sufficient to execute this said instrument and that the death is sufficient to execute this said instrument and that the death is sufficient to execute this said instrument and that the death is sufficient to execute the death is suffi	a or
By Sheela K. Treeman Residing at MCAGO, MILKOW	
Notary Public in and for the State of Cllinon My commission expires and 21, 1997	

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.17e (c) 1604 CFI ProBervious, Inc. All rights raver of JIL-0201 P2.17 P3.17 SUNDBERZLING

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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Property of Cook County Clerk's Office

MIDWEST BANK & TRUST CO.
1856 HORTH HARLEM AVENUE
ELMWGOD PARK, ILLINOIS 60635

RECORDATION REQUESTED BY

First American Bank 201 S. State Street Hampshire, IL. 80140 94609671

WHEN RECORDED MAIL TO:

FIRST AMERICAN BANK P.O. BOX 0794 Elk Grove Village, Il

600 09 -0794



SEND TAX NOTICES TO:

CHICAGO TITLE AND TRUST COMPANY TRUST #1096689 DATED JANUARY 30, 1992 400 S. JEFFERSON CHICAGO, IL 60%

94609671

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COOK COUNTY RECORDER R DEPT-01 RECORDING

T#8888 TRAN 7649 97/13/94 12:02:00

#5122 # JB *--94--609671

COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

RELEASE OF MORTGAGE OR TRUST DEED BY CORPORATION (ILLINOIS)

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

KNOW ALL MEN BY THESE PRESENTS, The First American Bank of the County of Kane and the State of Minole for and in consideration of the payment of the indebtedness secured by the property hereinafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowled jod, does hereby REMISE, RELEASE, CONVEY, and QUIT CLAIM unto CHICAGO TITLE AND TRUST COMPANY TRUST #1000000 DATED JUNI ANY 30, 1982, 400 S. JEFFERSON, CHICAGO, IL 60607, his/her/their heirs, legal representatives and assigns, all the right, title, interest, claim or darrend whatsoever it may have acquired in, through or by a certain bearing date the 6th day of March, 1993, and recorded in the Recorder's Office of COOF County, in the State of Illinois, in book of records, on page , as document No. 93221355 , to the premises therein described as follows, situated in the County of COOK, State of litinois, to wit:

LOTS 89 AND 60 (EXCEPT THE SOUTH 10 FEET THEREOF) IN MILINAUKEE MULFORD HARLEM SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

together with all the appurtenances and privileges thereunto belonging or appertaining. Permanent Real Estate Index Number(s): 09-25-203-049 Address(se) of premises: 7730 N. OCONTO, NILES, IL 80714

Witness Our hand(s) and seal(s), this 6TH	day ofJULY	19 94	62
By: Air	nels:	S	(SEAL)
Attent:	C. Briars Vice Presiden	U/Sc.	(SEALID
Dawn 1	M. Kimball Vice Treside	nt	
This instrument was amount by DOD TEOLIG SOL C	5444- 644-4 (1		· •

PATRICIA BUDZIEN

STATE OF ILLINOIS) 88 COUNTY OF Kane

STH day of JULY 19 94 , before me, the undereigned Notary Public, personally appeared Dawn M. Kimball and

and known to me to be the VICE PRESIDENT VICE PRESIDENT and authorized agents 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 othorwise, for the uses and purposes therein

mentioned, and on oath stated that they are authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender. atminst haz OFFICIAL SEAL Residing at

ILLINOIS Notary Public in and for the State of My commission expires

PATRICIA BUDZIEN NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JUNE 15,1998