

# UNOFFICIAL COPY

## RECORDATION REQUESTED BY:

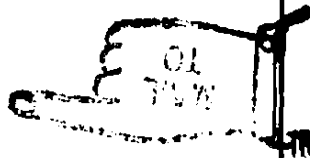
Midwest Bank and Trust Company  
501 West North Avenue  
Melrose Park, IL 60160  
94085927

## WHEN RECORDED MAIL TO:

Midwest Bank and Trust Company  
501 West North Avenue  
Melrose Park, IL 60160

## SEND TAX NOTICES TO:

Midwest Bank and Trust Company  
501 West North Avenue  
Melrose Park, IL 60160



THIS PROPERTY INDEX NUMBER IS BEING PROVIDED AT THE CUSTOMER'S REQUEST. THE OFFICE OF THE RECORDER OF DEEDS DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ANY ERROR OR INACCURACY IN THE NUMBER. THE CUSTOMER ACCEPTS ALL RESPONSIBILITY FOR THE CORRECTNESS OF THIS PROPERTY INDEX NUMBER.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 16, 1993, BETWEEN Midwest Bank and Trust Company, as Trustee, (referred to below as "Grantor"), whose address is 1506 N. Harlem Avenue, Elmhurst Park, IL 60635; and Midwest Bank and Trust Company (referred to below as "Lender"), whose address is 501 West North Avenue, Melrose Park, IL 60160.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 11, 1993 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage dated June 11, 1993 and recorded as document number 93-483522 in the Cook County Recorders Office.

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

LOT 149 IN WINSTON PARK UNIT 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 15-03-248-021

The Real Property or its address is commonly known as 915 Winston Drive, Melrose Park, IL 60160.

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

Extend maturity date to May 16, 1994 from December 16, 1993.

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 BANK AND TRUST COMPANY TRUST NO. 92-6288 AND DATED APRIL 1, 1992.

### BORROWER:

Midwest Bank and Trust Company, AS TRUSTEE, U/T/A # 92-6288 + NOT PERSONALLY!

By: Michael Milewski  
X Michael Milewski, Trust Officer A.V.P.

SEE EXCULPATORY RIDER  
ATTACHED TO AND  
MADE PART HEREOF.

By: Emil S. Montone  
X Emil S. Montone, Trust Officer  
ADMINISTRATOR

DEPT-01 RECORDING \$23.50  
T#0012 TRAN 1942 01/26/94 14:03:00  
#3625 ÷ \*-94-085927  
COOK COUNTY RECORDER

### LENDER:

Midwest Bank and Trust Company  
By: [Signature]  
Authorized Officer

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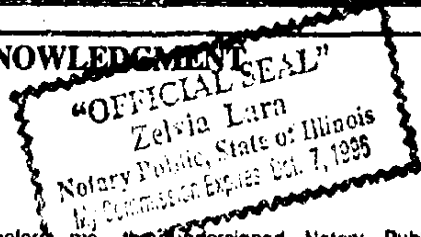
2350  
Ch

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )



On this 13<sup>TH</sup> day of JANUARY, 1994, before me, the undersigned Notary Public, personally appeared X MICHAEL MOKOUSKI, BNP, Trust Officer; and X ENCLY MIRONIC TRUST ADVISOR, Trust Officer of 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 Zelsia Lara Residing at EDMWOOD PARK, IL.

Notary Public in and for the State of IL. My commission expires OCT. 7, 1996

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

) SS

COUNTY OF \_\_\_\_\_ )

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 RIDER IS ATTACHED TO AND MADE PART OF CERTAIN  
MODIFICATION OF MORTGAGE DATED DECEMBER 16, 1993 AND  
EXECUTED BY MIDWEST BANK AND TRUST COMPANY, AS TRUSTEE  
UNDER TRUST AGREEMENT #92-6288:

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.

