

# UNOFFICIAL COPY

## RECORDATION REQUESTED BY:

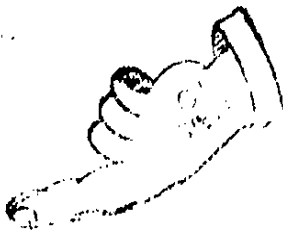
Midwest Bank and Trust Company  
501 West North Avenue  
Melrose Park, IL 60160

## 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



34141096

DEPT. OF RECORDING 825,000  
12/11/93 10:17 AM 12/11/93 10:17 AM  
34141096 34141096  
PROPERTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 5, 1993, BETWEEN Midwest Bank and Trust Company, Trustee, as Trustee, (referred to below as "Grantor"), whose address is 1606 North Harlem, Elmhurst, IL 60120; 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 October 11, 1988 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded 10-28-88 as document no. 88496915

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

Lots 335 and 336 in Givins and Gilbert's Subdivision of the South East 1/4 of the North West 1/4 of Section 25, Township 40 North, Range 13, East of the third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 2944 North California, Chicago, IL 60618. The Real Property tax identification number is 13 25 127 012 13 25 127 011.

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

The interest rate is hereby reduced to 9% per annum on a principal balance of \$91,943.73. The monthly payment of principal and interest shall be beginning 12/5/93 in the amount of \$932.55 to be applied first to interest and balance to principal until said indebtedness is paid in full not to exceed 11/5/98.

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, TRUSTEE U/T/A 88-10-5621 AND DATED OCTOBER 11, 1988.

### BORROWER:

Midwest Bank and Trust Company, Trustee u/t/a 88-10-5621 and not personally.

By: David Augustyn  
X, Trust Officer, David Augustyn, Vice President

By: Leivita Lara  
X, Trust Administrator

### LENDER:

Midwest Bank and Trust Company

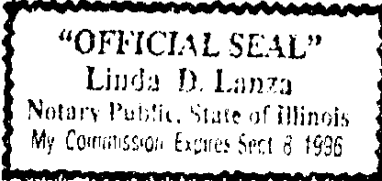
By: \_\_\_\_\_  
Authorized Officer

23<sup>00</sup>  
EX

(Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF IL. )
COUNTY OF Cook )



On this 1st day of February 19 94 before me the undersigned Notary Public, personally appeared X, Vice Officer; and X, Authorized Signer of Midwest Bank and Trust Company, Trustee, 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 Linda D. Lanza Residing at 1606 North Harlem
Notary Public in and for the State of IL. My commission expires

LENDER ACKNOWLEDGMENT

STATE OF )
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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NOTARY