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RECORDATION REQUESTED BY:

First National Bank of Northbrook
1300 Meadow Road
Northbrook, IL 60062

94355150

WHEN RECORDED MAIL TO:

First National Bank of Northbrook
1300 Meadow Road
Northbrook, IL 60062



SEND TAX NOTICES TO:

First National Bank of Northbrook
1300 Meadow Road
Northbrook, IL 60062

DEPT-01 RECORDING \$23.50
T#8800 TRAN 1645 04/20/94 14:51:00
#8089 # JB *-74-355150
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MARCH 29, 1994, BETWEEN First National Bank of Northbrook, a National Banking Association, as Trustee U/T/A date January 17, 1989 and known as Trust #448, (referred to below as "Grantor"), whose address is 1300 Meadow Road, Northbrook, IL 60062; and First National Bank of Northbrook (referred to below as "Lender"), whose address is 1300 Meadow Road, Northbrook, IL 60062.

MORTGAGE. Grantor and Lender have entered into a mortgage dated September 21, 1991 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded November 14, 1991 as document #91598440 in Cook County

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

LOTS 1, 2, 4, 5, 6, 8, 9, 10, 11, AND 14 IN WINDSWEPT SUBDIVISION, BEING A SUBDIVISION IN THE EAST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2895 Willow Road, Glenview, IL 60025. The Real Property tax identification number is 04-20-201-051 thru 04-20-201-062 and 04-20-201-064.

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

Extend current maturity date of March 21, 1994 to October 15, 1994. Also, the Mortgage Rider dated September 21, 1991, pertaining to partial releases, still remains in effect. The remaining lots are; 1,2,4,5,6,8,9,10,11 and 14.

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.

GRANTOR:

First National Bank of Northbrook as Trustee under Trust 448 dated 1/17/89 and not personally.

By: [Signature]
Ken-Cooke, Trust Officer & Sr. Vice President

ATTEST: [Signature]
Trust Assistant

LENDER:

First National Bank of Northbrook

By: [Signature] PRES.
Authorized Officer

94355150

2350
cm

BY PROVISIONS ATTACHED
HEREOF.

STAMPED
TO AND

UNOFFICIAL COPY

0011200000

Property of Cook County Clerk's Office

94355150

SUBJECT TO THE EXCULPATOR
HEREIN AND MADE A PART

This mortgage is executed by **First National Bank of Northbrook**, not personally but as **Trustee** as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such **Trustee**, and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on **First National Bank of Northbrook** or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

94355150

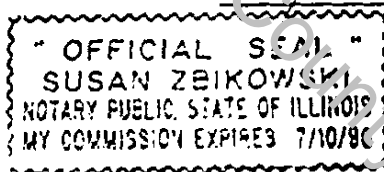
UNOFFICIAL COPY

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COOK
ILLINOIS

I, Susan Zbikowski, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kenneth H. Cooke, Senior Vice President of First National Bank of Northbrook, and Kathleen M. Holmberg, Trust Assistant thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President and Trust Assistant respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Trust Assistant did also then and there acknowledge that she as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as her own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of April A.D. 19 94.



Susan Zbikowski
Notary Public

Clerk's Office

94355150

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 19____, before me, the undersigned Notary Public, personally appeared Ken Cooke, Trust Officer of First National Bank of Northbrook, and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

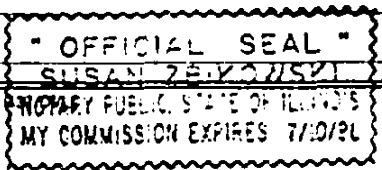
By _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 11th day of April, 1994, before me, the undersigned Notary Public, personally appeared LARC: PUMPHREY and known to me to be the President, 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 Susan Zibowski Residing at _____
Notary Public in and for the State of Illinois My commission expires _____



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