

# UNOFFICIAL COPY

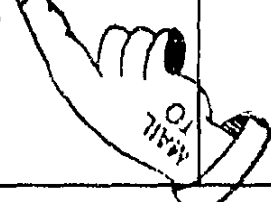
**RECORDATION REQUESTED BY:**

Colonial Bank  
5850 West Belmont Avenue  
Chicago, IL 60634-5299

**WHEN RECORDED MAIL TO:**

Colonial Bank  
5850 West Belmont Avenue  
Chicago, IL 60634-5299

*X. Hernandez*



95463068

FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MAY 1, 1995, BETWEEN First Colonial Trust Company successor fiduciary to Colonial Bank, as Trustee, not personally but as Trustee U/T/A dated 3/23/90 and known as Trust No.1731-C, (referred to below as "Grantor"), whose address is 104 N Oak Park, Oak Park, IL 60301; and Colonial Bank (referred to below as "Lender"), whose address is 5850 West Belmont Avenue, Chicago, IL 60634-5299.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated April 10, 1990 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Trust Deed recorded April 17, 1990 as Document No.3873616 and Assignment of Rents dated April 10, 1990 recorded April 17, 1990 as Document No.3873617.

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

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

The Real Property or its address is commonly known as 9485 N Terrace Place, Des Plaines, IL 60016. The Real Property tax identification number is 09-15-206-094-0000.

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

Change Maturity Date to May 1, 1998, Change Interest Rate to 9.00% p.a. effective May 1, 1995, Change Monthly Payments, principal and interest, to \$503.56 payable June 1, 1995 and on the first day of each and every month thereafter until maturity date..

**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.

*Re Rev. 92145506*

*3150  
DW*

95463068

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

05-01-1995

Loan No 4207-01

(Continued)

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 TRUST NO.1731-C U/T/A DATED 3/23/90 AND DATED MARCH 23, 1990.

**BORROWER:**

First Colonial Trust Company successor fiduciary to Colonial Bank as Trustee u/t/a # 1731-C and not personally

By: Maria A. Fotino  
Vice President Marie A. Fotino

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

By: Mary Sigel  
Land Trust Officer Mary Sigel

RIDER

This document is executed by First Colonial Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In the event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

**LENDER:**

Colonial Bank

By: Barbara C. Bernardino  
Authorized Officer VP

### CORPORATE ACKNOWLEDGMENT

STATE OF Illinois

) ss

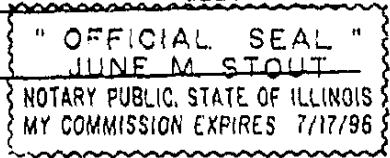
COUNTY OF Cook

On this 2nd day of June, 19 95, before me, the undersigned Notary Public, personally appeared Vice President and Land Trust Officer of First Colonial Trust Company successor fiduciary to Colonial Bank, 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 Jane M. Stout Residing at 104 N. Oak Park, Oak Park, IL

Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_



95463068

# UNOFFICIAL COPY

05-01-1995  
Loan No 4207-01

## MODIFICATION OF MORTGAGE (Continued)

Page 3

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)

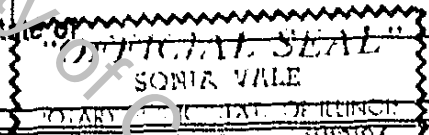
COUNTY OF COOK)

On this 14th day of APRIL, 1995, before me, the undersigned Notary Public, personally appeared SONIA VALE and known to me to be the VICE PRES. 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 [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



LASER PRO, Reg. U.S. Pat. & T.M. ON COMPASSION AND GOODNESS Pro Services, Inc. All rights reserved.  
(IL-G201 E3.19 F3.19 BRUTZKUZ:LN R3.OVL)

COOK County Clerk's Office

95463068

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXHIBIT "A"

## LEGAL DESCRIPTION

THAT PART OF LOT 37 IN MORRIS SUSON'S GOLF PARK TERRACE UNIT NUMBER 4  
HEREINAFTER DESCRIBED, WHICH LIES EASTERLY OF A LINE DESCRIBED AS  
RUNNING FROM A POINT ON THE NORTHERLY LINE OF SAID LOT, 104.01 FEET  
EASTERLY OF THE NORTHWESTERLY CORNER THEREOF, TO A POINT ON THE  
SOUTHERLY LINE OF SAID LOT, 105.89 FEET EASTERLY OF THE SOUTHWESTERLY  
CORNER THEREOF IN MORRIS SUSON'S GOLF PARK TERRACE UNIT NUMBER 4, BEING  
A SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF  
SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL

MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED REGISTERED IN THE  
OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL  
13, 1961 AS DOCUMENT NUMBER 1972981; ALSO: THAT PART OF LOTS 19 AND 20  
IN MORRIS SUSON'S GOLF PARK TERRACE UNIT NUMBER 2, HEREINAFTER  
DESCRIBED, DESCRIBED AS:  
COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 19, SAID  
LINE BEING A CURVED LINE CONVEX TO THE SOUTH WEST AND HAVING A RADIUS  
OF 110.20 FEET, 5.70 FEET, AS MEASURED ALONG SAID CURVED LINE,  
SOUTHEASTERLY OF THE MOST WESTERLY CORNER OF SAID LOT; THENCE  
NORTHWESTERLY AND NORTHERLY ON THE SOUTHWESTERLY AND WESTERLY LINE OF  
SAID LOTS 19 AND 20, 11.85 FEET TO A POINT 6.15 FEET NORTHERLY OF THE  
SOUTHWESTERLY CORNER OF SAID LOT 20; THENCE NORTHEASTERLY ON A RADIAL  
LINE OF SAID CURVE 26 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, SAID  
CURVED LINE BEING CONCENTRIC WITH THE AFOREDESCRIBED CURVED LINE AND  
HAVING A RADIUS OF 84.20 FEET, 9.06 FEET, AS MEASURED ALONG SAID CURVED  
LINE; THENCE SOUTHWESTERLY ON A RADIAL LINE OF SAID CURVE 26 FEET TO  
THE PLACE OF BEGINNING; IN MORRIS SUSON'S GOLF PARK TERRACE UNIT NUMBER  
2, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF THE NORTH EAST  
1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE  
OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 10,  
1960, AS DOCUMENT NUMBER 1936431, IN COOK COUNTY, ILLINOIS.

Commonly known as: 9485 N. Terrace Place, Des Plaines, IL  
PIN #09-15-206-094

95463068

UNOFFICIAL COPY

Property of Cook County Clerk's Office