### **RECORDATION REQUESTED BY:**

Midwest Bank and Trust Company 1606 N. Hariem Ave. Elmwood Park, IL. 80635

#### WHEN RECORDED MAIL TO:

Midwest Bank and Trust Company 1606 N. Harlem Ave. Elmwood Park, IL 60635

### **SEND TAX NOTICES TO:**

Midwest Bark and Trust Company 1606 N. Harlem Ave. Elmwood Park, F. 60635 . DEFT-11 TORKENS \$31.20 . 120013 TRAN 2774 08/10/95 11:56:00 . 18041 C T N. 95.--5729221 . COOK COUNTY M CORDER



DEFT- LT TORRENS +97.50 10037 CCF # -95-529221 COOK COUNTY RECORDER

95529221

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Midwest Bank and Trust Company 1606 N. Harlem Avenue Elmwood Park, Illinois 60635

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JULY 5, 1995, BETWEEN Midwest Trust Services, Inc. successor to the Midwest Bank and Trust Company as Trustee U/T/A #90-5977, as Trustee, (referred to below as "Grantor"), whose address is 1806 N. Harlem Avenue, Elmwood Park, IL 60635; and Midwest Bank and Trust Company (referred to below as "Lender"), whose address is 1606 N. Harlem Ave., Elmwood Park, IL 60635.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 7, 1989 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage and Assignment of Rents filed with the Office of the Registrar of Titles of Cook County Illinois as document # LR3889410 & LR3889411

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

Lots 13 and 14 in Block 3 in Scoviile and Niles Addition to Oak Park being a Subsystem of the West 40 acres of the South West Quarter of Section 7, Township 39 North, Range 14. East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 1140-44 Randolph & 201-203 S. Harlem Avneue, Oak Park, IL. 60302. The Real Property tax identification number is 16-07-307-012 & 16-07-307-013.

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

Said remaining indebtedness of \$291,036.87 shall be paid on or before 07/05/00. The interest rate is hereby changed to 9.5%. The monthly payments of principal and interest shall be made beginning 08/05/95 in the amount of \$3,084.31 first to be applied to interest and the balance to principal until said remaining indebtedness is paid in full (not to exceed 07/05/00).

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

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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 # 90-5977 AND DATED APRIL 23, 1990.

90-6977 AND DATED APRIL 23, 1990.	
BORROWER:	
Midwest Trust Services, Inc. successor to the Midwest Bank and Trust Company as Trustee U/T/A #90-	5977
By: Marcono, Assistant Vice President	
By: Margaret Truschke, Land Trust Administrator	
O <sub>x</sub> C	
LENDER:	
Midwest Bank and Trust Company	
By: Jam L Sheulbii Authorized Officer	
CORPORATE ACKNOWLEDGMENT	
"OFFICIAL SEAL"	
STATE OF LUCINOTS  Sheila R. Virtuso  Sheila R. Virtuso  Sheila R. Virtuso  Sheila R. Virtuso	
STATE OF ILLINOIS  Shella R. Virtuso  Notary Public State of Illinois  My Commission Expires Dec. 16, 1998	
Sheila R. Virtuse  Notary Public State of Illinois  My Commission Expires Dec. 16, 1998  On this 374 day of August, 19 95, before me, the undersigned Notary Public, personally appeared Emily S. Mentone, Assistant Vice President; and Margaret Truschke, Land Trust Auministrato	r of
STATE OF LCCINOIS  Shella R. Virtuso  Notary Public State of Illinois  My Commission Expires Dec. 16, 1998  My Commission Expires Dec. 16, 1998  On this 874 day of August, 19 95, before me, the undersigned Notary Public, personally	r of
Sheila R. Virtuse  Notary Public State of Illinois My Commission Expires Dec. 16, 1993  On this graph day of August, 19 gs., before me, the undersigned Notary Public, personally appeared Emily S. Mentone, Assistant Vice President; and Margaret Truschke, Land Trust Asministrato Midwest Trust Services, Inc. successor to the Midwest Bank and Trust Company as Trustee U/T/A #90- and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and scknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its	r of
Sheila R. Virtuse  Notary Public State of Illinois My Commission Expires Dec. 16, 1998  COUNTY OF	r of
COUNTY OF	r of <del>59</del> 77,
COUNTY OF	r of <del>59</del> 77,
Strate of COUNTY OF COOK  On this 3th day of August 1995, before me, the undersigned Notary Public, personally appeared Emily S. Mentone, Assistant Vice President; and Margaret Truschke, Land Trust Auministrato Midwest Trust Services, Inc. successor to the Midwest Bank and Trust Company as Trustee U/T/A #90-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 Mark Public State of Illinois My Commission Expires Dec. 16, 1993  Notary Public State of Illinois My Commission Expires Dec. 16, 1993  Notary Public State of Illinois My Commission Expires Dec. 16, 1993  My Commission Expires Dec. 16, 1993	r of

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LENDER A	CKNOWLEDGMEN	II
COUNTY OF CULL	) } <b>89</b>	OFFICELL SERVE That the serve Moreover to the server
on this Story day of Market 19 45 appeared Donc ! Donc and suthorized agent for the Lender that executed the wit instrument to be the free and voluntary act and deed of the board of director or otherwise, for the uses and purposes	I known to me to be the his and foregoing inste e said Lender, duly auth therein mentioned, and	rument and acknowledged mid orized by the Lender through its on oath stated that he or she is
By Such Resident and that the seal By Such Resident and that the seal By Such Resident and for the State of Such and for the State of My commission expires 1997 16 199	Residing at	Elmucial Park L
ASER PRO, Rog. U.S. Pat. & T.M. Off., V 4. 3 20 (c) 19	95 CFI ProServices, Inc	All rights received.

THIS RIDER IS ATTACHED TO AN MADE PART OF A CENTAIN MODIFICATION OF MORTGAGE DATED JULY 5, 1994 EXECUTED BY MIDWEST TRUST SERVICES. INC., SUCCESSOR TO THE MIDWEST BANK AND TRUST COMPANY AS TRUSTEE U/T/A 190-597/:

This document is executed by the Midwest Trust Services, Inc., successor to the Midwest Rank and Trust Company, not personally, but as trustee as aforesaid, and the exercise of the power and authority contered upon and vested in said trustee. It is expressly understood and agreed that each original and successive owner and holder of this document that nothing herein contained will be construed as creating any personal liability on the Midwest Bank and Trust Company or any beneficiaries under said trust agreement to pay this document or any interest that may accrue be remoder, all such liability, if any, being expressly waived, and that any recovery on this document or on the property operabled in said mortgage by enforcement of the provisions contained in said mortgage and note, but this waiver shall not in any way affect the personal liability or any co-signer, endorser or guarantor of this document. Each original and successive owner or holder of this document accepts the same upon the express condition that no duty shall rest upon the trustee to sequester the rents, issuances and profits arising from the property described in said mortgage or the proceeds arising from the sale or other disposition and use.

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