

95757645

RECORDATION REQUESTED BY:

Commercial National Bank of Berwyn
3322 S. Oak Park Ave.
Berwyn, IL 60402

WHEN RECORDED MAIL TO:

Commercial National Bank of Berwyn
3322 S. Oak Park Ave.
Berwyn, IL 60402

DEPY-01 RECORDING \$31.50
T#0008 TRAN 6894 11/06/95 10:57:00
#2137 RB *-95-757645
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Glenn R. Huss, Vice President
3322 S. Oak Park Ave.
Berwyn IL 60402

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 28, 1995, BETWEEN Commercial National Bank of Berwyn, as Trustee under Trust Agreement dated May 18, 1992 and known as Trust Number 920305 (referred to below as "Grantor"), whose address is 3322 S. Oak Park Ave., Berwyn, IL 60402; and Commercial National Bank of Berwyn (referred to below as "Lender"), whose address is 3322 S. Oak Park Ave., Berwyn, IL 60402.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 23, 1992 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Trust Deed and Assignment of Rents recorded June 17, 1992 in the Office of Cook County Recorder as Documents No. 92440944 & 92440945

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

Parcel 1: LOTS 5 THROUGH 14, BOTH INCLUSIVE, IN BLOCK 4 IN CAREY'S SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4), IN COOK COUNTY, ILLINOIS.

Parcel 2: LOTS 25 AND 26 IN BLOCK 1 IN CAREY'S SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4) IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4600 & 4615 W. 20th St., Cicero, IL 60650. The Real Property tax identification number is 16-22-307-011, 012, 013, 014, 015, 016, & 017 (affect Parcel 1) and 16-22-305-022 & 023 (affect Parcel 2).

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

Beginning September 28, 1995, the rate of interest will be eight and three-quarter percent (8.750%) per annum, subject to modification as hereinafter set forth.

(1) Payment of principal and interest will continue to be \$3,113.49 due and payable on the 28th day of each month for the next successive sixty months.

(2) On the 28th day of the sixtieth month from September 28, 1995 ("Modification Date") and on the 28th day of each sixtieth month thereafter ("Reset Date") until the Maturity Date, the monthly principal and interest for the same day of the month described in paragraph (1) above for each successive

31/95

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09-28-1995
Loan No 0026176

MODIFICATION OF MORTGAGE (Continued)

Page 2

sixty month period commencing with the sixty-first month following the Modification Date, shall be reset based upon the following formula. The then principal balance on each Reset Date shall be utilized to determine an amortization of the loan, evidenced by the Promissory Note dated May 28, 1992 in the Original Amount of Three Hundred Twenty Thousand Dollars (\$320,000.00), using a term for amortization purposes on the Remaining Indebtedness of \$261,323.24 as of the date hereof, of twelve (12) years. On the first Reset Date the amortization shall be seven (7) years, on the second Reset Date the amortization shall be twenty (20) months. For such amortization purposes, the interest rate shall be determined to be equal to three and one-quarter (3.250) percentage points in excess of the index. The Index Rate is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of 5 years, as made available by the Federal Reserve Board most recently prior to each applicable Reset Date rounded to the nearest one-eighth of one percentage point (.0125%). Lender shall give to Maker ten (10) days prior written notice of the changes in the amounts of monthly installments due under this paragraph. If the Index Rate is no longer available, the Lender will choose a new index which is based upon comparable information.

(3) Final payment of said Remaining Indebtedness of \$261,323.24 will be due May 28, 2007 ("Maturity Date"), and will be for all principal and all accrued interest not yet paid.

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:

X _____
Commercial National Bank of Berwyn, as Trustee under Trust Agreement dated May 18, 1992 and known as Trust Number 920305 and not individually.

SEE ATTACHED RIDER FOR

By: TRUSTEE'S SIGNATORY.
Carol Ann Weber, Trust Officer

Attest: _____
Timothy Kadlec, Asst. Secretary

LENDER:

Commercial National Bank of Berwyn

By: [Signature]
Authorized Officer

35757845

Book County Clerk's Office

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This Rider is attached to and made part of the Modification of Mortgage dated September 28, 1995, with Commercial National Bank of Berwyn, relative to real estate partially legally described as Lots 5 through 14, both inclusive, in Block 4 and Lots 25 and 26 in Block 1 in Carey's Subdivision . . . of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, (except . . .) in Cook County, Illinois.

This Document is signed by COMMERCIAL NATIONAL BANK OF BERWYN, not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof, and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the COMMERCIAL NATIONAL BANK OF BERWYN personally, or as Trustee, to sequester any of the earnings, avails or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the COMMERCIAL NATIONAL BANK OF BERWYN is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trust's beneficiaries only and shall not in any way be considered the responsibility and liability of the COMMERCIAL NATIONAL BANK OF BERWYN. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by COMMERCIAL NATIONAL BANK OF BERWYN, as Trustee.

COMMERCIAL NATIONAL BANK OF BERWYN AS
TRUSTEE UNDER TRUST NO. 920305
AND NOT INDIVIDUALLY.

By: Carol Ann Weber
Carol Ann Weber
Trust Officer

ATTEST:

By: Timothy Kadlec
Timothy Kadlec
Its: Assistant Secretary

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named officers of the COMMERCIAL NATIONAL BANK OF BERWYN, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such title as designated above, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said attesting officer, as custodian of the corporate seal for said Bank pursuant to authority given by the Board of Directors of said Bank, did affix said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of October, 19 95.



Linda M. Tonetti
Notary Public

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09-28-1995
Loan No 0026176

MODIFICATION OF MORTGAGE (Continued)

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared Commercial National Bank of Berwyn, as Trustee under Trust Agreement dated May 18, 1992 and known as Trust Number 920305, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 19 ____.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

LENDER ACKNOWLEDGMENT

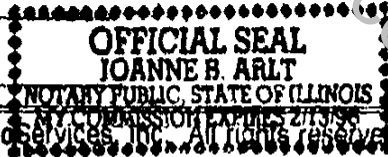
STATE OF Illinois)
) ss
COUNTY OF Cook)

On this 17th day of October, 19 95, before me, the undersigned Notary Public, personally appeared Glenn R. Husa and known to me to be the Vice 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 Joanne B. Arlt Residing at Lisle, IL

Notary Public in and for the State of Illinois

My commission expires 2/13/96



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