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WHEN RECORDED MAIL TO:

Harris Bank Hinsdale, N.A. 50 South Lincoln Hinsdale, IL 60521 DEPT-01 RECORDING

\$25,00

T#0012 TRAN 7775 11/21/95 14:57:00

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COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

S94.50551

This Modification of Mortgage prepared by:

Harris Bank Hinsdale, N.A. - JOYCE COOK 50 S. Lincoln St. Hinsdale, IL 60522



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 19, 1995, BETWEEN Harris Bank Hinsdale, N.A., not personally but as Trustee under Trust Agreement dated 2/19/85 and known as Trust No. L-976 (referred to below as "Grantor"), whose address is 50 S. Lincoln St., Hin.dale, IL 60521; and Harris Bank Hinsdale, N.A. (referred to below as "Lender"), whose address is 50 South Lincoln, Hinsdale, IL 60521.

MORTGAGE. Granter and Lender have entered into a mortgage dated October 19, 1992 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded on November 12, 1992 as Document #92841221 in the original principal amount of One Hundred Eighty Six Thousand and No/100 (\$186,000.00).

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

The South Quarter of the North 1/2 of the West 1/2 of the Northwest 1/4 of Section 31, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 8025 S. County Line, Burr Ridge, IL 30521. The Real Property tax identification number is 18-31-100-003-0000.

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

Extend maturity date as more fully described in the Promissory Note executed by Harris Barik Hinsdale, N. A. as Trustee u/t/a dated 2/19/85 and known as Trust No. L-976 and James John Clzek and Dolores A. Clzek even dated herewith to include all renewals, extensions, modifications, refinancings, consolidations and substitutions thereof.

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.

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BOX 333-CTI

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MODIFICATION OF MORTGAGE

(Continued)

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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 HARRIS BANK HINSDALE, N. A. TRUST #1.-976 AND DATED FEBRUARY 19, 1985.

BORROWER:

This document is made and executed by Harris Bank Hinsdale, N.A., as Land Trustee, and is accepted upon the express understanding and Agreement of the parties hereto that Harris Bank Hinsdale, N.A. enters into the same not personally, but only as such Trustee, and that, anything herein to the contrary notwithstanding, each and all of the indemnities, representations, warranties, covenants, agreement and undertakings herein contained are intended not as the personal indemnities representations, warranties, covenants or undertakings of Harris Bank Hinsdale, N.A., or for the purpose of binding Harris Bank Hinsdale, N.A. personally, but are made and intended for the purpose of binding only that portion of the trust property described herein, and this document is executed and delivered by Marris Bank Hinsdale, N.A. not in its own right, but solely at the direction of the party having power of direction over the trust and in the exercise of the powers conferred upon Harris Bank Hinsdale, N.A. as such Trustee, and that no personal hability is assumed by nor shall be asserted against. Harris Bank Hinsdale, N.A. or its agents or employees because or on account of its making or executing this document or on account of any indemnity, representation, warranty, covenant, agreement or undertaking herein contained, including but not limited to any hability for violations of the Comprehensive Environmental, Response, Compensation and Liability Act of 1980, 42 V S.C. Section 9601 et seq. as amended or any other municipal, county, state or federal laws, ordinances, codes or regulations pertaining to the trust property or in the use and occupancy thereof, all such liability, if any being expressly waived and released. It is further understood and agreed that Harris Bank Hinsdale, N.A. individually, or as Trustee shall have no obligation to see to the performance of non-performance of any indemnity, representation, warranty, covenant, agreement or undertaking herein contained, and shall not be liable for any action or non-action taken in violation there. It is further provided, however, that this paragraph shall not impair the enforce oblity, or adversely affect the obligations of any other signatories hereto or under any separate instrument of adoption or guarantee in Fotherwise impair the validity of any indebtedness evidenced or secured by this document except as expressly set forth.

Harris Bank Hinsdale, N.A. as Trustee under Trust L- 976

Dated distre

Assistant Vice President & Tr

Hest: Colling March

LENDER:

Harris Bank Hinsdale, N.A.

04.

State of Illinois County of DuPage 580857

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Janet Hale, who is Assistant Vice President and Trust Officer of Harris Bank Hinsdale, National Association, and Arrival Association, and

"OFFICIAL SEAL"
LISA M. MAGNUSON
Notary Public, State of Illinois
My Commission Expires May 11, 1998

July M. M. Mary Public

10-19-1995 Loan No

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LENDER ACKNOWLEDGMENT

Loan No	(Continued)	IORIGAGE	1 4
AND	LENDER ACKNOWLE	DGMENT	gitga angani ng ispanisas in Sign
STATE OF Illinois)		
) ss		
COUNTY OF Dul	Page)		
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instrument to be the free and viboard of directors or otherwise authorized to execute this said	cluntary act and deed of the said, for the uses and purposes there instrument and that the seal affixed.	nd foregoing instrument and ack Lender, duly authorized by the Le in mentioned, and on oath stated ed is the corporate seal of said Le	ender through
Notary Public in and for the Stat		ing at was with the species	1. pr. 1.6
	THIRDS	"OFFICIAL SEAL"	•
My commission expires		Helen M. Mardula	
SER PPO, Reg. U.S. Pat. & T.	M. Off., Ve . 3.20b (c) 1995 CFI P	roServices / Fich. All rights 199904	956
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