

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

Harris Bank Elk Grove, National Association
 500 East Devon Avenue
 Elk Grove Village, IL 60007

WHEN RECORDED MAIL TO:

Harris Bank Elk Grove, National Association
 500 East Devon Avenue
 Elk Grove Village, IL 60007

SEND TAX NOTICES TO:

Harris Bank Elk Grove, National Association
 500 East Devon Avenue
 Elk Grove Village, IL 60007

95058320

DEPT-D1 1990RD146 473.50
 T42222 (RAP 897 01/25/95 15:09:00
 #3084 1995-95-058320
 COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 19, 1994, BETWEEN BANK OF WAUKEGAN, SUCCESSOR TRUSTEE FOR NORTHERN STATES TRUST CO. (referred to below as "Grantor"), whose address is 1601 N. LEWIS AVE., WAUKEGAN, IL 60085; and Harris Bank Elk Grove, National Association (referred to below as "Lender"), whose address is 500 East Devon Avenue, Elk Grove Village, IL 60007.

MORTGAGE. Grantor and Lender have entered into a mortgage dated July 31, 1992 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

Recorded October 28, 1992, number 92801211

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

LOT 37 IN BRANIGAR'S MEDINAH SUNSET HILLS, UNIT NO. 2, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY ILLINOIS, ON MARCH 18, 1968 AS DOCUMENT NO. 1788615, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 219 E. BLACKHAWK, SCHAUMBURG, IL 60193. The Real Property tax identification number is 07-34-209-013.

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

Extend maturity date to December 19, 1995.

95058320

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:

BANK OF WAUKEGAN, SUCCESSOR TRUSTEE FOR NORTHERN STATES TRUST CO.

By: *Paul Jones*
 TRUST OFFICER

LENDER:

Harris Bank Elk Grove, National Association

By: *James H. Huston* - *Comm Bank Rep*
 Authorized Officer

This Agreement is signed by BANK OF WAUKEGAN individually but solely as Trustee under a certain Trust Agreement known as Trust No. 10-326. The Trust Agreement is hereby made a part hereof and is hereby incorporated against said Trustee and his estate. The purpose of this Agreement is to modify the terms of the mortgage property which payment is in arrears and to extend the maturity date of the mortgage to December 19, 1995. The validity of and the obligations under this agreement shall remain unaffected by the bankruptcy or insolvency of any party hereto and their respective successors and assigns.

23.50
 4

UNOFFICIAL COPY

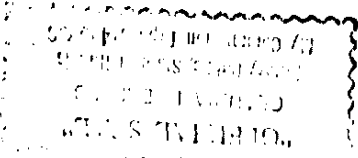
LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.19(1) 1994 CFI ProServices, Inc. All rights reserved. (IL-120) (PIANO.LIN.C9.OVL)

Property of Clerk's Office

On this 19th day of December, 1994, before me, the undersigned Notary Public, personally appeared Maria Bora and known to me to be the TRUST OFFICER OF BANK OF WAUKEGAN, SUCCESSOR TRUSTEE FOR NORTHERN STATES TRUST CO. and 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 to the corporate seal of said Lender.

By John T. Kunkle Residing at 5002 Keegan, Elk Grove, IL

Notary Public in and for the State of Illinois My commission expires 4-9-96



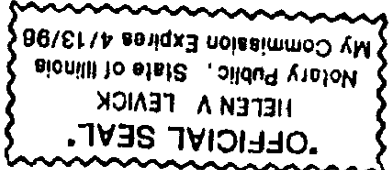
STATE OF Illinois
 COUNTY OF Cook
) ss

LENDER ACKNOWLEDGMENT

On this 6th day of January, 1995, before me, the undersigned Notary Public, personally appeared Maria Bora 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 John T. Kunkle Residing at 5002 Keegan, Elk Grove, IL

Notary Public in and for the State of Illinois My commission expires 4/13/96



STATE OF Illinois
 COUNTY OF Lake
) ss

CORPORATE ACKNOWLEDGMENT