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**RECORDATION REQUESTED BY:**

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

96566465

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

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



DEPT-01 RECORDING \$29.50

146666 TRAN 5460 07/24/96 14:43:00

33847 B J \* -96-566465

COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Stephen C. Conti  
1606 N. Harlem Avenue  
Elmwood Park, Illinois 60635

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## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JUNE 13, 1996, BETWEEN Midwest Trust Services, Inc., successor to the Midwest Bank and Trust Company U/I/A. #95-04-4865, as Trustee, (referred to below as "Grantor"), whose address is 1606 N. Harlem Avenue, Elmwood Park, IL 60635; and Midwest Bank and Trust Company (referred to below as "Lender"), whose address is 1606 N. Harlem Avenue, Elmwood Park, IL 60635.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated June 13, 1994 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded as Document #94-528742 and Assignment of Rents recorded as document #94528743 and Modification of Mortgage dated 06/13/95 and recorded as document #95-191883.

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

Lot 3 in Mont Clare Hillside Subdivision of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 36, Township 40, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 2040 N. Harlem Avenue, Elmwood Park, IL 60635. The Real Property tax identification number is 12-36-231-016.

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

Said remaining indebtedness of \$111,490.51 shall be paid on or before 6/13/97. The interest rate is hereby changed to 9.5%. The monthly payments of principal and interest shall begin 7/13/98 in the amount of \$1,258.07 to be applied first to interest and the balance to principal until said indebtedness is paid in full (not to exceed 6/13/97).

**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 endorser 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

\$29.50  
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06-13-1996

## MODIFICATION OF MORTGAGE (Continued)

Page 2

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 85-04-4665 AND DATED APRIL 9, 1985. SEE EXHIBITATORY RIDER ATTACHED TO AND MADE PART HEREOF.

BORROWER:

Midwest Trust Services, Inc., successor to the Midwest Bank and Trust Company U/T/A #85-04-4665  
*and not personally*

By: *[Signature]*

By: *[Signature]*

LENDER:

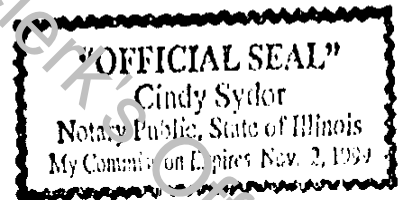
Midwest Bank and Trust Company

By: *[Signature]*  
Authorized Officer

### CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF Cook ) ss



On this 13th day of June, 19 96, before me, the undersigned Notary Public, personally appeared X and X of Midwest Trust Services, Inc., successor to the Midwest Bank and Trust Company U/T/A #85-04-4665, 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 *[Signature]* Residing at Elmwood Park, IL

Notary Public in and for the State of Illinois

My commission expires November 2, 1999

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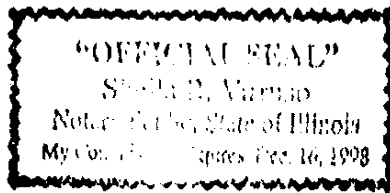
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LENDER ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF Cook ) SS



On this 15th day of June, 19 96, before me, the undersigned Notary Public, personally appeared Stephen S. Conti and known to me to be the Asst VP 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 Heidi R. Harrison Residing at Chicago, Illinois

Notary Public In and for the State of Illinois

My commission expires Dec 16, 1998

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[IL-G201 CAPOZZ3.LN]

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THIS RIDER IS ATTACHED TO AND FORMS CERTAIN PART OF CERTAIN  
MODIFICATION OF MORTGAGE DATED MAY 17, 1996 AND EXECUTED BY MIDWEST  
TRUST SERVICES INC., SUCCESSOR TO MIDWEST BANK AND TRUST COMPANY,  
AS TRUSTEE, UNDER TRUST AGREEMENT #85-04-4065:

This Mortgage is executed by **Midwest Trust Services, Inc., Successor Trustee to Midwest Bank and Trust Company**, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgage herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Midwest Trust Services, Inc. as successor trustee to Midwest Bank and Trust Company or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any cosigner, endorser or guarantor of said note.

MIDWEST TRUST SERVICES, INC., AS SUCCESSOR TRUSTEE TO MIDWEST BANK AND TRUST COMPANYS TRUSTEE AFORESAID MAKES NO STATEMENTS, REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING ENVIRONMENTAL MATTERS OR REGARDING MORTGAGE CLAUSE ENTITLED "HAZARDOUS SUBSTANCES". REFER TO THE EXCULPATORY CLAUSE ABOVE.

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