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**RECORDATION REQUESTED BY:**

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

**WHEN RECORDED MAIL TO:**

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

DEPT-01 RECORDING \$31.50  
146666 TRAN 8135 09/04/96 13:39:00  
17804 SA \*-96-675197  
COOK COUNTY RECORDER

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by: Robert Figarelli  
1606 N. Harlem Avenue  
Elmwood Park, Illinois 60635

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE IS DATED JUNE 29, 1996, BETWEEN Midwest Trust Services, Inc. U/T/A #95-2-6859, 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 29, 1995 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded as Document #95427423 and Assignment of Rents recorded as document #95427424

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

Lot 3 in Block 9 in Carter's Resubdivision of Blocks 1,3,4,5,7,8,9,10,11,13,14,15 and Lots 2, 4 and 5 in Block 17, all in Carter's Subdivision of Blocks 1,2,3,4 and 7 in Clifford's Addition to Chicago in Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 1030 W. California Avenue, Chicago, IL 60622. The Real Property tax identification number is 16-01-312-018.

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

The maturity date is hereby extended to 12/29/96..

**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 Lender. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

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06-29-1996

## 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 #95-2-6859 AND DATED JUNE 20, 1995.

**BORROWER:**

Midwest Trust Services, Inc. U/T/A #95-2-6859 and not personally

By: *Eric S. Mustafa*  
X

By: *Margaret [unclear]*

**LENDER:**

Midwest Bank and Trust Company

By: *Roberta Fyarelle*  
Authorized Officer

### CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF Cook ) ss



On this 29th day of June, 19 96, before me, the undersigned Notary Public, personally appeared X and X of Midwest Trust Services, Inc. U/T/A #95-2-6859, 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 *Cindy Sydor* Residing at *Elmwood Park, Ill*

Notary Public in and for the State of Illinois

My commission expires November 2, 1999

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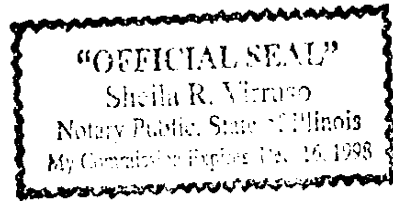
06-29-1996

## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )



On this 29th day of June, 1996, before me, the undersigned Notary Public, personally appeared Robert Figarelli and known to me to be the Exec. Vice Pres., 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 Sheila R. Viraso Residing at Chicago, Illinois

Notary Public In and for the State of Illinois

My commission expires Dec 16, 1998

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THIS RIDER IS ATTACHED TO AND MADE PART OF A CERTAIN  
Modification of Mortgage DATED June 29, 1996 AND  
EXECUTED BY **MIDWEST TRUST SERVICES, INC.** UNDER TRUST  
AGREEMENT NUMBER 95-1-6859:

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, and undertakings and agreements herein made on the part of the trustee are made and intended, not as personal warranties, indemnities, representations, covenants, undertakings and agreements of **Midwest Trust Services, Inc.**, but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said **Midwest Trust Services Inc.**, not in its' own rights, but as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against **Midwest Trust Services, Inc.** on account of any warranties, indemnities, representations, covenants, undertaking or agreement therein contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through and under them.

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3/11/2011