

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Parkway Bank & Trust Company  
4800 N. Harlem  
Harwood Heights, IL 60656

96788406

**WHEN RECORDED MAIL TO:**

Parkway Bank & Trust Company  
4800 N. Harlem  
Harwood Heights, IL 60656

DEPT-01 RECORDING \$25.50  
T60009 TRAN 5005 10/16/96 12:46:00  
32435 \$ SK \*-96-788406  
COOK COUNTY RECORDER

**SEND TAX NOTICES TO:**

Parkway Bank & Trust Company  
4800 N. Harlem  
Harwood Heights, IL 60656

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: CARL MILLBURG  
4800 N. Harlem Avenue  
Harwood Heights, IL 60656

O'CONNOR TITLE  
SERVICES, INC.  
#1016966

## MODIFICATION OF MORTGAGE

96788406

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 16, 1996, BETWEEN AMERICAN NATIONAL BANK & TRUST CO., NOT INDIVIDUALLY, B/A/T/U/T/A# 76267, DATED 12/01/71 (referred to below as "Grantor"), whose address is 33 N. LASALLE, CHICAGO, IL 60690; and Parkway Bank & Trust Company (referred to below as "Lender"), whose address is 4800 N. Harlem, Harwood Heights, IL 60656.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated September 26, 1990 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED 10/17/90 AS DOCUMENT 90508687 WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS.

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

PARCEL 1: UNIT NUMBERS P-3 AND P-4 IN THE 530 BARRY CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 8 IN CULVER'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25129205, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT SEVEN (7) AND THE WEST 1/2 OF LOT EIGHT (8) IN CULVER'S ADDITION TO CHICAGO BEING A SUBDIVISION OF THE SOUTH 20 RODS OF THE NORTH 60 RODS, ALSO THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT A POINT IN THE EAST LINE OF THE WEST 1/2 OF LOT 8 WHICH IS 98.88 FEET NORTH OF THE SOUTHEAST CORNER OF SAID WEST 1/2 AND RUNNING THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 25 FEET TO A POINT; THENCE SOUTHWESTERLY IN A STRAIGHT LINE A DISTANCE OF 76 FEET TO A POINT IN THE WEST LINE OF SAID LOT 7 WHICH IS 111.27 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 7, THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 25 FEET TO A POINT; THENCE NORTHEASTERLY IN A STRAIGHT LINE A DISTANCE OF 76 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 526 W. BARRY, CHICAGO, IL 60657. The Real Property tax identification number is 14-28-105-079-1035; 14-28-105-079-1036; 14-28-105-083-0000.

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

Property of County Clerk's Office

BY: [Signature]  
Authorized Officer

Parway Bank & Trust Company  
LENDER:

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement made of the Trustee in this instrument.

TRUST OFFICER

[Redacted Signature]

AMERICAN NATIONAL BANK & TRUST CO., NOT INDIVIDUALLY, B/A/T/U/I/A# 76267, DATED 12/01/71  
GRANTOR:

9-25-1986

EACH GRANTEE ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTEE AGREES TO ITS TERMS.

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 the modification does not waive Lender's right to require strict performance of the mortgage as changed above nor obligate Lender to make any future adjustments. Nothing in the 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 all parties to the mortgage and all parties, lenders 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 the modification. If any person who signed the original mortgage does not sign this modification, then all persons signing below acknowledge that the modification is given conditionally. Based on the representation to Lender that the non-signing person consents to the changes and provisions of the modification or otherwise will not be liable therefor, by it. The waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

RENEW AND EXTEND MORTGAGE TO TERM AT AN INTEREST RATE OF 8.0%. THE MONTHLY PRINCIPAL AND INTEREST PAYMENTS SHALL BE \$1,801.50.

MODIFICATION OF MORTGAGE

(Continued)

Loan No 10  
9-25-1986

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

26-1996  
Form No 10

### CORPORATE ACKNOWLEDGMENT

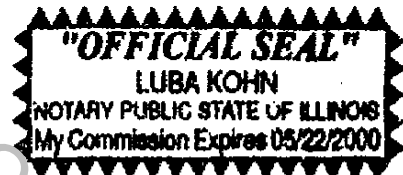


STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this 10 day of October, 1996, before me, the undersigned Notary Public, personally appeared EILEEN T. NEARY, TRUST OFFICER of AMERICAN NATIONAL BANK & TRUST CO., NOT INDIVIDUALLY, B/A/T/U/T/A# 76267, DATED 12/01/71, and 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 L. M. Sovieniski Residing at \_\_\_\_\_  
Notary Public in and for the State of IL  
My commission expires \_\_\_\_\_

### LENDER ACKNOWLEDGMENT



STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this 15<sup>th</sup> day of October, 1996, before me, the undersigned Notary Public, personally appeared CARL MILLBURG and known to me to be the LOAN OPERATIONS OFFICER 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 Luba Kohn Residing at 4800 N. Harlem Ave  
Notary Public in and for the State of Illinois Harwood Ill  
My commission expires 5/22/2000

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Property of Cook County Clerk's Office

98-00103