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DEPT-01 RECORDING 125.50  
T40004 TRAM 1587 06/23/97 12:37:00  
44353 & DC #-97-448562  
COOK COUNTY RECORDER

**WHEN RECORDED MAIL TO:**

First Midwest Bank, N.A.  
P.O. Box 6480  
Vernon Hills, IL 60061

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: **FIRST MIDWEST BANK, N.A.**  
846 LAKEVIEW PARKWAY, SUITE 170  
VERNON HILLS, ILLINOIS 60061

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 18, 1997, BETWEEN TRIPLE A SERVICES, INC. (referred to below as "Grantor"), whose address is 2837 S. THROOP STREET, CHICAGO, IL 60608-5716; and FIRST MIDWEST BANK, NATIONAL ASSOCIATION (referred to below as "Lender"), whose address is 300 PARK BOULEVARD, SUITE 400, ITASCA, IL 60143.

MORTGAGE. Grantor and Lender have entered into a mortgage dated April 19, 1996 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED ON JUNE 24, 1996 AS DOCUMENT #97448562

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

PARCEL 1: LOT 2 (EXCEPT THE SOUTHEASTERLY 54.88 FEET THEREOF CONVEYED TO THE JOLIET AND CHICAGO RAILROAD COMPANY) TOGETHER WITH THE FIVE FOOT STRIP OF LAND IMMEDIATELY ADJACENT TO THE NORTHEAST IN BLOCK 22 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTION OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: LOTS 9 AND 11 IN MAHER'S SUBDIVISION OF LOTS 1 AND 4 IN BLOCK 22 IN CANAL TRUSTEE'S SUBDIVISION OF SOUTH FRACTION OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3: LOTS 17, 19, 21 AND 23 IN MAHER'S SUBDIVISION OF LOTS 1 AND 4 IN BLOCK 22 IN CANAL TRUSTEE'S SUBDIVISION OF SOUTH FRACTION OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4: LOTS 5, 6, 7 AND 8 (EXCEPT THE SOUTHEASTERLY 25 FEET THEREOF) IN THE SUBDIVISION OF LOTS 25 TO 30 INCLUSIVE, IN MAHER'S SUBDIVISION OF LOTS 1 AND 4 IN BLOCK 22 IN CANAL TRUSTEE'S SUBDIVISION OF SOUTH FRACTION OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2837 S. THROOP STREET, CHICAGO, IL 60608-5716. The Real Property tax identification number is 17-29-402-001-0000 (AFFECTS PARCEL 1), 17-29-402-007-0000 (AFFECTS LOT 9 OF PARCEL 2), 17-29-402-008-0000 (AFFECTS LOT 11 OF PARCEL 3), 17-29-402-011-0000 (AFFECTS PARCEL 3), 17-29-402-12-0000 (AFFECTS LOT 19 OF PARCEL 3), 17-29-402-013-0000 (AFFECTS LOT 21 OF PARCEL 3), 17-29-402-014-0000 (AFFECTS LOT 23 OF PARCEL 3) AND 17-29-402-015-0000 (AFFECTS PARCEL 4).

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

TO DELETE THE DEFINITION OF "NOTE" THEREIN ITS ENTIRETY AND TO INSERT IN LIEU THEREOF

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MODIFICATION OF MORTGAGE  
(Continued)

THE FOLLOWING: NOTE THE WORD "NOTE" MEANS THE PROMISSORY NOTES OR CREDIT AGREEMENT DATED APRIL 18, 1987, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$288,888.88 AND ACCRUALS FROM GRANTOR TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT. THE INTEREST RATE ON THE NOTE IS VARIABLE INTEREST RATE BASED UPON AN INDEX. THE INDEX CURRENTLY IS 8.80% PER ANNUM. THE INTEREST RATE TO BE APPLIED TO THE UNPAID PRINCIPAL BALANCE OF THIS MORTGAGE SHALL BE AT A RATE EQUAL TO THE INDEX RESULTING IN AN INITIAL RATE OF 8.80% PER ANNUM. NOTICE: UNDER NO CIRCUMSTANCES SHALL THE INTEREST RATE ON THIS MORTGAGE BE MORE THAN THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

**CONDITIONS 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 charged above nor obliges 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 party 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 party (or) signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that a 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:**

**TRIPLE A SERVICES, INC.**

By: [Signature]  
BOB E. WOODRICK, PRESIDENT

**LENDER:**

**FIRST MIDWEST BANK, NATIONAL ASSOCIATION**

By: [Signature]  
Authorized Officer

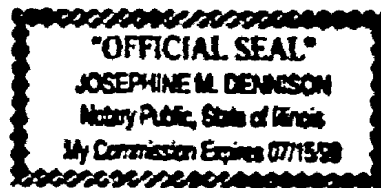
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Property of Cook County Clerk's Office

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF Mersey ) ss



On this 4<sup>th</sup> day of June, 19 97, before me, the undersigned Notary Public, personally appeared **SCOTT C. WHENNEN, PRESIDENT** of **TRIPLE A SERVICES, INC.**, 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 Josephine M. Dennison Residing at \_\_\_\_\_

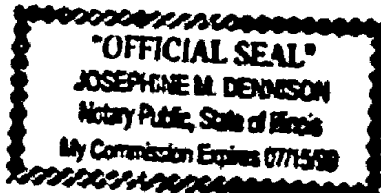
Notary Public in and for the State of Illinois

My commission expires 7-15-99

LENDER ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF Mersey )



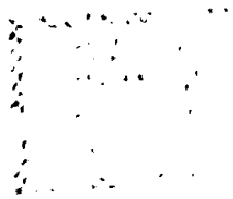
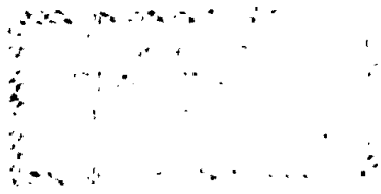
On this 4<sup>th</sup> day of June, 19 97, before me, the undersigned Notary Public, personally appeared Tom Jaskol and known to me to be Vice President authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act 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 Josephine M. Dennison Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 7-15-99

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