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RECORDATION REQUESTED BY:

Midwest Bank and Trust Company
1606 N. Harlem Avenue
Elmwood Park, IL 60707

DEPT-01 RECORDING \$31.50

WHEN RECORDED MAIL TO:

Midwest Bank and Trust Company
1606 N. Harlem Avenue
Elmwood Park, IL 60707

97483439

140008 TRAM 0302 07/03/97 15:12:00
48510 + B.J *-97-483439
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Midwest Bank and Trust Company
1606 N Harlem Avenue
Elmwood Park, Illinois 60707

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JUNE 5, 1997, BETWEEN Midwest Trust Services, Inc., as successor trustee to the Midwest Bank and Trust Company U/T/A #83-05-4107, as Trustee, (referred to below as "Grantor"), whose address is 1606 N Harlem Avenue, Elmwood Park, IL 60707; and Midwest Bank and Trust Company (referred to below as "Lender"), whose address is 1606 N. Harlem Avenue, Elmwood Park, IL 60707.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 1, 1992 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded as Document #92312778 and Assignment of Rents recorded as Document #92312779

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

That part of the East half of the South West quarter of Section 33, Township 40 North, Range 12, East of the Third Principal Meridian, bounded and described as follows: Commencing at a point in the North line of North Avenue which is 273.49 feet West of the East line and 33 feet North of the South line of said East half of said South West quarter running; thence West along the North line of North Avenue, 136.74 feet; thence North 264.12 feet more or less to a point in the South line of the North 80 acres of the following described property to wit: The East half of the South West quarter and the West 10 acres of fractional South East quarter of Section 33, Township 40 North, Range 12 East of the Third Principal Meridian, North of Indian Boundary line said point being 410.33 feet West of the East line of said East half of the South West quarter; thence East along the South line of said North 80 acres, 136.78 feet; thence South 264.16 feet more or less to the point of beginning in Cook County, Illinois, (except that part dedicated for North Avenue, recorded March 4, 1929 as Document Number 10293763) all in Cook County, Illinois.

The Real Property or its address is commonly known as 3315 W. North Avenue, Melrose Park, IL 60101. The Real Property tax identification number is 12-33-302-009.

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

Said remaining indebtedness of \$111,581.39 shall be paid on or before 06/05/2002. The interest shall remain 9.50%. The monthly payments of principal and interest shall be due beginning 07/05/97 in the amount of \$1,165.16 to be applied first to interest and the balance to principal until said indebtedness is paid in full (not to exceed 06/05/2002).

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

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06-05-1987

MODIFICATION OF MORTGAGE (Continued)

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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. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS #83-05-4107 AND DATED MAY 16, 1983.

BORROWER:

Midwest Trust Services, Inc., as successor trustee to the Midwest Bank and Trust Company U/T/A #83-05-4107 and *in personally*

By: *Kim Mulch*
Kim Mulch, Assistant Vice President

SEE EXHIBITARY ORDER
AT 11:50 AM
MAY 16 1987
MADE FAYE HERZOG

By: *Margaret Truchke*
Margaret Truchke, Land Trust Administrator

LENDER:

Midwest Bank and Trust Company

By: *Robert J. Scarselli*
Authorized Officer

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Property of Cook County Clerk's Office

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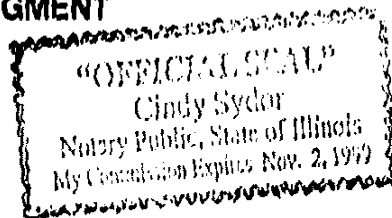
08-05-1997

MODIFICATION OF MORTGAGE (Continued)

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CORPORATE ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Cook

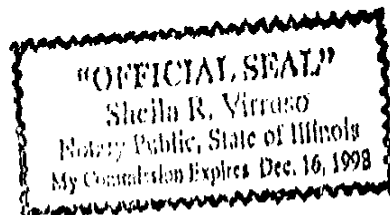


On this 5th day of June, 19 97, before me, the undersigned Notary Public, personally appeared Kim Mulch, Assistant Vice President; and Margaret Truschke, Land Trust Administrator of Midwest Trust Services, Inc., as successor trustee to the Midwest Bank and Trust Company U/T/A #83-05-4107, and known to 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, IL
Notary Public in and for the State of Illinois
My commission expires November 2, 1999

LENDER ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Cook



On this 5th day of June, 19 97, before me, the undersigned Notary Public, personally appeared Robert Figarelli and known to me to be the Loan 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 Sheila Virraso Residing at Elmwood Park, IL
Notary Public in and for the State of Illinois
My commission expires 12-16-98

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THIS RIDER IS ATTACHED TO AND MADE PART OF A CERTAIN MODIFICATION OF MORTGAGE
DATED JUNE 5, 1997 AND EXECUTED BY MIDWEST TRUST SERVICES, INC. AS SUCCESSOR
TRUSTEE TO MIDWEST BANK AND TRUST COMPANY UNDER TRUST AGREEMENT NUMBER 83-05-
4107:

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. as successor trustee to Midwest Bank and Trust Company**, 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. as successor trustee to Midwest Bank and Trust Company**, 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. as successor trustee to Midwest Bank and Trust Company** 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.

County Clerk's Office

MIDWEST BANK & TRUST CO.
1605 NORTH HARVEST AVENUE
SPRINGFIELD, ILLINOIS 60035
630-892-6100