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Code Louise Recorder

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RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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

BEND TAX NOTICES TO:

Midwest Bank and Trust Company 1606 N. Harrem Avenue Elmwood Park 1 60707

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FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by

Janice Eppelheimer 1606 North Harlem Elmwood Park, Illinois 60707

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JUNE 27, 1997, BETWEEN Midwest Trust Services, Inc., as Trustee, (referred to below as "Grantor"), whose address is 1506 North Harlem, 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 February 14, 1997 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded in the Office of the Cook County Recorder as document no 95152490

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

Lot 114 in Frederick H. Bartlett's LaGrange Road Garden Farms First Addition, being a Subdivision of the East half of the West half of the Southeast quarter of the Northwest quarter of Section 33, Township 40 North, Range 12 East of the Third Principal Meridian, also the South 1/6 of the West 5/8 of the South half of said Northwest quarter of Section 33, Also the South 25 feet of the West 250 feet of the North 5/6 of said South half of the Northwest quarter of Section 33, Township 40 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded November 1, 1939 as document no. 12391029 in Cook County, Illinois

The Real Property or its address is commonly known as 10312 West Armitage, Meirose Park, IL 60160. The Real Property tax identification number is 12 33 124 017.

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

The principal balance is increased to \$25,000. Interest shall remain to accrue at our base rate plus 1% on the outstanding principal balance and is payable monthly. This obligation will mature on July 2, 2004.

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

### **UNOFFICIAL COPY** MODIFICATION OF MORTGAGE 06-27-1997

(Continued)

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 MODIF CATION OF BORROWER IS EXECUTING THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE IJNDER THE TRUST AGREEMENT DESCRIBED AS MIDWEST TRUST SERVICES, INC. AS TRUSTEE U/T/A 90-6007 AND DATED JUNE 5, 1990.

BORROWER:
Midwest Trust Services, Inc. as successor found to pond ast come in the ast Come in the most construction of proceeding gardenary
By: Manual Trust Administrator  By: Manual Trust Administrator
CALL CONTRACTOR CONTRA
By: THE BURGET SURVEY
Margnret Truschke, Land True Administrator
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LENDER:
Midwest Bank and Trust Company
By: Authorized Officer
LENDER: Midwest Bank and Trust Company  By: Authorized Officer
CORPORATE ACKNOWLEDGMENT
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STATE OF CATHY GLUE CKLICH Notary Public, State of Illinois
STATE OF
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STATE OF
STATE OF
COUNTY OF  On this 77th day of 40th 1997, before me, the undersigned Notary Public, personally appeared Emily S. Mentone, Land Trust Administrator; and Margaret Truschke, Land Trust Administrator of Midwest Trust Services, Inc., 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
STATE OF
On this 77th day of 1997, before me, the undersigned Notary Public, personally appeared Emily S. Mentone, Land Trust Administrator; and Margaret Truschke, Land Trust Administrator of Midwest Trust Services, Inc., 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.
STATE OF
On this 77th day of 1997, before me, the undersigned Notary Public, personally appeared Emily S. Mentone, Land Trust Administrator; and Margaret Truschke, Land Trust Administrator of Midwest Trust Services, Inc., 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.

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### LENDER ACKNOWLEDGMENT

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COUNTY OF COOK	)
appeared and	, before me, the undersigned Notary Public, personally known to me to be the
instrument to be the free and voluntary act and deed of	within and foregoing instrument and acknowledged said f the said Lender, duly authorized by the Lender through its
board of directors or otherwise, for the uses and purpo authorized to execute this said instrument and that the	ses therein mentioned, and on oath stated that he or she is seal affixed is the corporate seal of said Lender.
By 5 200	Residing at Mel DI/ T/
Notary Public in and for the State of	"OFFICIAL SEAL"
My commission expires	Barbara Vandergriff Notary Public, State of Illinois My Commission Expires Mar. 28, 1998
	3 - 1598 J

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 2.23 (c) 1997 CFI ProServices, Inc. All rights reserved. [IL-G201 REHBOCK.LN L1.OVL]

THIS RIDER IS ATTACHED TO AND FORMS CEPTAIN PART OF CERTAIN MODIFICATION OF MORTGAGE DATED JUNE 27, 1997 AND EXECUTED BY MIDWEST TRUST SERVICES INC., SUCCESSOR TO MIDWEST BANK AND TRUST COMPANY, AS TRUSTEE, UNDER TRUST AGREEMENT #90-6007:

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 wife or any interest that may accrue thereon, or any indebtedness accruing heleunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on thus 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 COMPANYAS TRUSTEE AFORESAID MAKES NO STATEMENTS, REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING ENVIRONMENTAL MATTERS OR REGARDING MORTGAGE CLAUSE ENTITLED "HAZARIXUS SUBSTANCES". REFER TO THE EXCULPATORY CLAUSE ABOVE.

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Property of Cook County Clerk's Office

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