

RECORDATION REQUESTED BY:

First of America Bank - Illinois, N.A.
325 North Milwaukee Avenue
Libertyville, IL 60048

WHEN RECORDED MAIL TO:

First of America Bank - Illinois, N.A.
Commercial Loan Services
One Old Capitol Plaza North
Springfield, IL 62701

SEND TAX NOTICES TO:

AMERICAN NATIONAL BANK &
TRUST COMPANY OF CHICAGO AS
SUCCESSOR TRUSTEE OF FIRST
BANK AS TRUSTEE UNDER TRUST
NO. 13151315 DATED MAY 5,
1983
733 LEE STREET
DES PLAINES, IL 60016

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: First of America Bank - Illinois, N.A.
One Old Capitol Plaza North
Springfield, Illinois 62701

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 24, 1997, BETWEEN AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO AS SUCCESSOR TRUSTEE OF FIRST BANK AS TRUSTEE UNDER TRUST NO. 13151315 DATED MAY 5, 1983, whose address is 733 LEE STREET, DES PLAINES, IL 60016 (referred to below as "Grantor"); ; and First of America Bank - Illinois, N.A. (referred to below as "Lender"), whose address is 325 North Milwaukee Avenue, Libertyville, IL 60048.

MORTGAGE. Grantor and Lender have entered into a mortgage dated December 22, 1993 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED JANUARY 7, 1994, IN COOK COUNTY AS DOCUMENT NUMBER 94021930

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

LOTS 23 AND 24 IN BLOCK 3 IN DES PLAINES CENTER, BEING A SUBDIVISION OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 450 LEE STREET, DES PLAINES, IL 60016-4610. The Real Property tax identification number is 09-17-403-081-0000.

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

THE AMOUNT OF THE MORTGAGE IN THE ORIGINAL AMOUNT OF ONE-HUNDRED AND TEN THOUSAND AND NO/100--DOLLARS (\$110,000.00) IS HEREBY INCREASED TO ONE-HUNDRED AND SEVENTY-FIVE THOUSAND AND NO/100--DOLLARS (\$175,000.00).

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

MAIL TO

S.Y.
P.H.
W.
M.M.
N.G.

MODIFICATION OF MORTGAGE

(Continued)

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.

GRANTOR:

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO AS SUCCESSOR TRUSTEE OF FIRST BANK AS TRUSTEE UNDER TRUST NO. 13161315 DATED MAY 5, 1983

By: AUTHORIZED SIGNER OF ATTACHED FOR SIGNATURE TRUSTEE AND NOTARY ACKNOWLEDGMENT

By: AUTHORIZED SIGNER required by American National Bank and Trust Company of Chicago, by laws

LENDER:

First of America Bank - Illinois, N.A.

By: Authorized Officer

Cook County Clerk's Office

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 it as such Trustee. It is expressly understood and agreed that all of 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. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. 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 of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Officers the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO *
as Trustee, as aforesaid, and not personally,

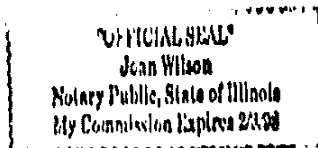
By *Russell W. Gordon*
Asst. Vice President

*an Successor Trustee to FIRST BANK, NATIONAL ASSOCIATION

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify *Russell W. Gordon* an officer of American National Bank and Trust Company of Chicago personally known to me to be the same person whose names is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer said of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this (date) *28th of October, 1947*



Jean Wilson
NOTARY PUBLIC

UNOFFICIAL COPY

Property of Cook County Clerk's Office

MODIFICATION OF MORTGAGE

(Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, 19____, before me, the undersigned Notary Public, personally appeared AUTHORIZED SIGNER and AUTHORIZED SIGNER of AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO AS SUCCESSOR TRUSTEE OF FIRST BANK AS TRUSTEE UNDER TRUST NO. 13151315 DATED MAY 5, 1983, 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 _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, 19____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____ 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 _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

UNOFFICIAL COPY

Property of Cook County Clerk's Office