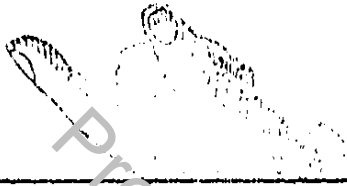


WHEN RECORDED MAIL TO:  
FOREST PARK NATIONAL BANK  
7348 WEST MADISON  
FOREST PARK, IL 60130



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Gregory T. Andrews  
7348 W. Madison St.  
Forest Park, IL 60130

O'CONNOR TITLE  
SERVICES, INC.

# 7112-13

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 15, 1997, BETWEEN Cosmopolitan Bank & Trust as Successor Trustee to First Bank of Oak Park, as Trustee, (referred to below as "Grantor"), whose address is 11 W. Madison, Oak Park, IL 60302; and FOREST PARK NATIONAL BANK (referred to below as "Lender"), whose address is 7348 WEST MADISON, FOREST PARK, IL 60130.

MORTGAGE. Grantor and Lender have entered into a mortgage dated March 8, 1995 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded March 16, 1995 as document number 95177766 and modified by Modification of Mortgage dated April 21, 1997 and recorded as document number 97314283

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

LOT 5 AND THE SOUTH 28 FEET OF LOT 4 IN BLOCK 18 OF THE RAILROAD ADDITION TO TOWN OF HARLEM IN THE SOUTHEAST ONE-QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 157 Des Plaines Ave., FOREST PARK, IL 60130. The Real Property tax identification number is 15-12-415-014-0000 and 15-12-415-015-0000 and 15-12-415-021-0000.

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

Decrease principal balance from \$135,459.55 to \$133,508.32. Decrease monthly principal & interest payment from \$1,357.40 to \$1,026.56. Extend maturity date from October 15, 1997 to October 15, 1998.

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 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 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.

# UNOFFICIAL COPY

10-15-1997  
Loan No 773099900-1

## MODIFICATION OF MORTGAGE (Continued)

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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 TRUST NUMBER 12336 AND DATED JANUARY 26, 1982.

### BORROWER:

Cosmopolitan Bank & Trust as Successor Trustee to First Bank of Oak Park under Trust # 12363 and not personally

By: Michael Dunning, Trust Officer

For signatures and exculpatory provisions of the Trustee, see rider hereto attached which is expressly incorporated herein and made a part hereof.

By: Judith E. Lewis, Land Trust Administrator

### LENDER:

FOREST PARK NATIONAL BANK

By: GRACE ANDERSON  
Authorized Officer

### CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned Notary Public, personally appeared Michael Dunning, Trust Officer; and Judith E. Lewis, Land Trust Administrator of Cosmopolitan Bank & Trust as Successor Trustee to First Bank of Oak Park, 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 \_\_\_\_\_

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10-15-1997  
Loan No 773099900-1

MODIFICATION OF MORTGAGE  
(Continued)

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## LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )

) ss

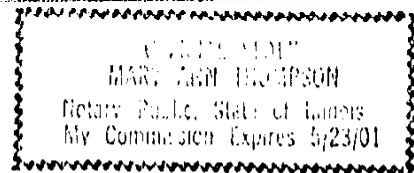
COUNTY OF COOK )

On this 10<sup>TH</sup> day of OCTOBER, 19 97, before me, the undersigned Notary Public, personally appeared GISELE ANDREWS and known to me to be the PROXESAL, 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 Mary Ann Thompson  
Notary Public in and for the State of ILLINOIS

Residing at 7348 W. MARSH  
FOREST PARK, IL 60130

My commission expires 5/23/01



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[IL-G201 E3.24 F3.24 97MOR.LN C1.OVL]

COOK County Clerk's Office

UNOFFICIAL COPY

This Modification Agreement is executed by the Trustee, Cosmopolitan Bank and Trust, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Cosmopolitan Bank and Trust possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any liability on Cosmopolitan Bank and Trust, as trustee as aforesaid, or on the Bank personally to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the note and by every person now or hereafter claiming any right or security thereunder and that so far as Cosmopolitan Bank and Trust as Trustee under the aforesaid Trust and its successors, and the bank are personally concerned, the holder of the note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Modification Agreement to be executed by their respective duly authorized officers and beneficiaries have executed this Modification Agreement, all as of the day and year mentioned above.

COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY,

BY [Signature]  
Vice President & Trust Officer

ATTEST [Signature]  
Land Trust Administrator

STATE OF ILLINOIS  
SS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Garald A. Wiel and Spring Alexander, of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President & Trust Officer and Land Trust Administrator respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Vice President & Trust Officer then and there acknowledged that said Land Trust Administrator as custodian of the corporate seal to be affixed to said instrument as said Land Trust Administrator's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 17th day of December A.D., 19 97.

[Signature]  
NOTARY PUBLIC

