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RECORDATION REQUESTED BY:

**BEVERLY NATIONAL BANK
10312 S. CICERO AVENUE
OAK LAWN, IL 60453**

97022857

WHEN RECORDED MAIL TO:

**Beverly Bank
4350 Lincoln Hwy.
Matteson, IL 60443**

DEPT-01 RECORDING \$25.00
T#0012 TRAN 3680 01/10/97 10:47:00
#8549 # CG *-97-022857
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

Call 7380/89 OF

This Modification of Mortgage prepared by:

**Beverly National Bank
4350 Lincoln Hwy.
Matteson, IL 60443**

N. Vargas



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 30, 1996, BETWEEN BEVERLY TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED 01/17/92 AND KNOWN AS TRUST NO. 8-9201 (referred to below as "Grantor"), whose address is 10312 S CICERO AVENUE, OAK LAWN, IL 60453; and BEVERLY NATIONAL BANK (referred to below as "Lender"), whose address is 10312 S. CICERO AVENUE, OAK LAWN, IL 60453.

MORTGAGE. Grantor and Lender have entered into a mortgage dated August 27, 1992 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

Recorded with the Cook County Recorder on September 2, 1992 as Doc. No. 9265081

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

LOT 1 IN R-B MACHINE TOOL AND ENGINEERING, INC.'S SUBDIVISION, BEING A RESUBDIVISION OF THE NORTH 204.90 FEET OF LOT 6 (EXCEPT THE NORTH 4.90 FEET THEREOF) IN THE 95TH AND TRI-STATE INDUSTRIAL DEVELOPMENT, A SUBDIVISION OF A PART OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 9717 S 76TH AVENUE, BRIDGEVIEW, IL 60455. The Real Property tax identification number is 23-12-211-029.

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

1. Increase the amount of the loan secured by the Mortgage from \$550,000.00 to \$570,599.84 or an increase of \$20,599.84.
2. Modify the definition of "Indebtedness" to read as follows: The word "Indebtedness" means the indebtedness evidenced by the Note, including all principal and interest, together with all other indebtedness and costs and expenses for which Grantor or Borrower is responsible under this Agreement or under any of the Related Documents. In addition, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower and/or James T. Fox, or any one

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Loan No 3001880

MODIFICATION OF MORTGAGE (Continued)

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or more of them, to Lender, as well as all claims by Lender against Borrower and/or James T. Fox, or any one or more of them, whether existing now or later; whether they are voluntary or involuntary, due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated; whether Borrower and/or James T. Fox may be obligated as guarantor, surety, accomodaton party or otherwise; whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable.

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 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:

BEVERLY TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED 01/17/92 AND KNOWN AS TRUST NO. 8-9701

By: *Patricia Ralphson*
PATRICIA RALPHSON, TRUST OFFICER

LENDER:

BEVERLY NATIONAL BANK

By: *[Signature]*
Authorized Officer

This document is made by Beverly Trust Company as Trustee and accepted upon the express understanding that the Beverly Trust Company enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against Beverly Trust Company because of its execution of the making or executing this document or of anything therein contained, all such liability, if any being expressly waived and shall not be held against the company be held personally liable upon or in connection with any of the covenants of this document, either expressed, or implied.

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12-30-1996
Loan No 3001880

MODIFICATION OF MORTGAGE (Continued)

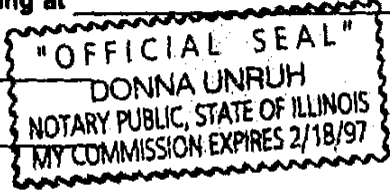
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CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)

On this 3rd day of January, 19 97, before me, the undersigned Notary Public, personally appeared **PATRICIA RALPHSON, TRUST OFFICER of BEVERLY TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED 01/17/92 AND KNOWN AS TRUST NO. 8-9201**, 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 Donna Unruh Residing at _____
Notary Public in and for the State of _____
My commission expires _____



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)



On this 3rd day of January, 19 97, before me, the undersigned Notary Public, personally appeared Mark Spahr and known to me to be the President Beverly Bank, 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 Jodi L. Coffman Residing at Beverly Bank
Notary Public in and for the State of ILLINOIS
My commission expires 3/1/98

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