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RECORDATION REQUESTED BY:

Midwest Bank and Trust Company
1606 N. Harlem Avenue
Elmwood Park, IL 60635

WHEN RECORDED MAIL TO:

Midwest Bank and Trust Company
1606 N. Harlem Avenue
Elmwood Park, IL 60635

SEND TAX NOTICES TO:

Midwest Bank and Trust Company
1606 N. Harlem Avenue 6/10/97-3-05
Elmwood Park, IL 60635

COOK COUNTY RECORDING \$25.50
TRAN 2289 02/04/97 10:29:00
IR #-97-078777
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

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THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 9, 1997, BETWEEN Midwest Trust Services, Inc., 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 60635.

MORTGAGE. Grantor and Lender have entered into a mortgage dated August 9, 1996 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

recorded as Document #96808671

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

Lot 17 in Block 9 in Lexington Village Unit 3, being a Subdivision of part of the Southwest Quarter of Section 23, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 513 Kenilworth, Schaumburg, IL 60193. The Real Property tax identification number is 07-23-311-017-0000.

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

The maturity date is hereby extended to 07/09/97. All other terms and conditions remain the same.

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.

25.50
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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 #96-2-7015 AND DATED JUNE 25, 1996.

BORROWER:

Midwest Trust Services, Inc. *1/12/97 96-2-7015 and not personally*

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

SEE EXCULPATORY DECLARATION ATTACHED TO AND MADE PART HEREOF

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

LENDER:

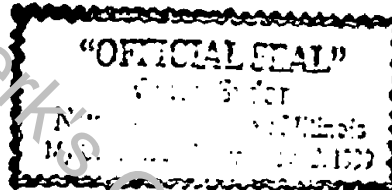
Midwest Bank and Trust Company

By: *Robert Figarelli*
Authorized Officer *E.V.P.*

CORPORATE ACKNOWLEDGMENT

STATE OF *Illinois*

COUNTY OF *Cook*



On this *9th* day of *January*, 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.*, 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 *Andrew Sykes* Residing at *Elmhurst 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 9th day of January, 19 97, before me, the undersigned Notary Public, personally appeared Robert Figarelli and known to me to be the Exec Vice Pres, 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 B. Burrus Residing at Edmund Park, Ill

Notary Public in and for the State of Illinois

My commission expires 12-11-98

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[IL-G201 MHERMANS.LN]

THIS RIDER IS ATTACHED TO AND FORMS CERTAIN PART OF CERTAIN **MODIFICATION OF MORTGAGE DATED JANUARY 9, 1997 AND EXECUTED BY MIDWEST TRUST SERVICES, INC. UNDER TRUST AGREEMENT NUMBER 96-2-7015:**

This Mortgage is executed by **Midwest Trust Services, Inc.**, 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.** or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue therein, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any being expressly waived, and that any recovery on this 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 TRUSTEE AFORESAID MAKES NO STATEMENTS, REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING ENVIRONMENTAL MATTERS OR REGARDING MORTGAGE CLAUSE ENTITLED "HAZARDOUS SUBSTANCES". REFER TO THE EXCULPATORY CLAUSE ABOVE.

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