

RECORDATION REQUESTED BY:

CIB Bank
101 N. Wolf Road
P.O. Box 666
Hillside, IL 60162

WHEN RECORDED MAIL TO:

CIB BANK
333 Quadrangle dr.
Bolingbrook, IL 60840
Attn: Sajal patel

DEPT-01 RECORDING \$37.50
112222 TRAM 4034 03/10/97 15:01:00
#0385 + KB * -97-161498
COOK COUNTY RECORDER

FOR RECORDER'S USE
ONLY

This Modification of Mortgage prepared by: Gina M. LaRocco

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 24, 1996, BETWEEN Midwest Trust Services, Inc., successor Trustee to The Midwest Bank and Trust Company as Trustee under Trust Agreement dated February 3, 1967 and known as Trust #67-02-01 (referred to below as "Grantor"), whose address is 1606 N. Harlem Avenue, Elmwood Park, IL 60695; and CIB BANK (referred to below as "Lender"), whose address is 101 N. Wolf Road, P.O. Box 666, Hillside, IL 60162.

MORTGAGE. Grantor and Lender have entered into a mortgage dated July 31, 1995 (the "Mortgage") recorded on August 22, 1995 as Document #95-556615 in Cook County and re-recorded on October 16, 1995 as Document 95-703442 in Cook County, State of Illinois as follows:

SEE LEGAL DESCRIPTION ATTACHED TO AND MADE AN INTEGRAL PART OF THIS DOCUMENT HEREOF.

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

Indebtedness. The word "indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word "indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more

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of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as grantor or otherwise, and 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. Specifically, without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of execution of this Mortgage. Under this revolving line of credit, Lender may make advances to Grantor so long as Grantor complies with all the terms of the Note and Related Documents. At no time shall the principal amount of the indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$12,000,000.00.

Note. The word "Note" means and includes without limitation the definition for the word "Note" as stated in that certain Business Loan Agreement dated July 31, 1995, and the Borrower's promissory note or notes, if any, evidencing Borrower's Loan obligations in favor of Lender, as well as any substitute, replacement or refinancing note or notes therefor, whether said note or notes are now existing or hereafter arising in the future.

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 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.

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EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Midwest Trust Services, Inc., successor Trustee to
The Midwest Bank and Trust Company under Trust Agreement
dated February 3, 1967 and known as Trust #67-02-01 and not personally

By: *Margaret J. ...*

~~SEE EXPLANATORY RIDER
ATTACHED TO AND
MADE PART HEREOF.~~

LENDER:

CIB Bank

By: *Ronald J. Farmer*

Ronald J. Farmer, Sr. Vice President

CORPORATE ACKNOWLEDGMENT

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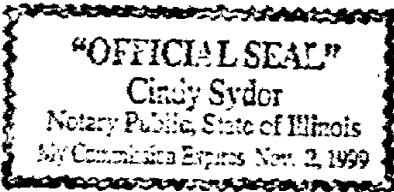
COUNTY OF Cook

On this 24th day of September, 1996,
before me, the undersigned Notary Public, personally appeared
Margaret M. Truschke, Land Trust Administrator
of Midwest Trust Services, Inc., successor Trustee to The
Midwest Bank and Trust Company, 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 Cindy Sydor Residing
at Elmhurst Park, IL

Notary Public in and for the State of Illinois

My commission expires November 2, 1999



LENDER ACKNOWLEDGMENT

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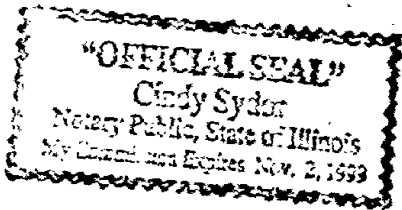
On this 24th day of September, 1996, before me, the undersigned Notary Public, personally appeared Ronald J. Farmer and known to me to be the Senior Vice President

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 Cindy Sydor Residing
at Homewood Park, IL

Notary Public in and for the State of Illinois

My commission expires November 2, 1999



CLERK OF COOK COUNTY CLERK'S OFFICE

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LEGAL DESCRIPTION

THE EAST 90 FEET OF LOT 1 AND THE EAST 90 FEET OF LOT 2 (EXCEPT THE SOUTH 5 FEET) IN BLOCK 4 IN THE SOUTH ADDITION TO HARLEM, BEING A SUBDIVISION OF THE EAST HALF OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I. #15-13-415-017

Property Address: 901 S. Harlem Avenue, Forest Park, Illinois 60130

THE SOUTH 5 FEET OF LOT 2 AND ALL OF LOT 3 IN BLOCK 4 IN SOUTH ADDITION TO HARLEM BEING A SUBDIVISION OF THE EAST HALF OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I. #15-13-415-018

Property Address: 907 S. Harlem Avenue, Forest Park, Illinois 60130

LOT 4 IN BLOCK 4 IN THE SOUTH ADDITION TO HARLEM IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I. 15-13-415-015

Property Address: 909 S. Harlem Avenue, Forest Park, Illinois 60130

LOT 5 AND THE NORTH 12-1/2 FEET OF LOT 6 IN BLOCK 4 IN THE SOUTH ADDITION TO HARLEM, BEING A SUBDIVISION OF THE EAST HALF OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I. #15-13-415-020

Property Address: 911 S. Harlem Avenue, Forest Park, Illinois 60130

LOT 14 AND THE NORTH 1/2 OF LOT 15 IN BLOCK 4 IN SOUTH ADDITION TO HARLEM IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I. #15-13-415-019

Property Address: 929 S. Harlem Avenue, Forest Park, Illinois 60130

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LEGAL DESCRIPTION (CONT.)

LOT 17 IN BLOCK 4 IN SOUTH ADDITION TO HARLEM A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I. #15-13-415-029

Property Address: 935 S. Harlem Avenue, Forest Park, Illinois 60130

LOT 18 IN BLOCK 4 IN SOUTH ADDITION TO HARLEM A SUBDIVISION OF THE EAST HALF OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I. #15-13-415-030

Property Address: 937 S. Harlem Avenue, Forest Park, Illinois 60130

LOT 19 IN BLOCK 4 IN SOUTH ADDITION TO HARLEM, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I. #15-13-415-031

Property Address: 939 S. Harlem Avenue, Forest Park, Illinois 60130

THE EAST 60 FEET OF LOTS 19, 20, 21 AND 22 IN BLOCK 4 IN SOUTH ADDITION TO HARLEM, BEING A SUBDIVISION OF THE EAST HALF OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I. #15-13-415-032

Property Address: 949 S. Harlem Avenue, Forest Park, Illinois 60130

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LEGAL DESCRIPTION (CONT.)

LOTS 1, 2, 3, 4 AND 5 ALL IN LUMPP'S SUBDIVISION BEING A SUBDIVISION OF THE NORTH 366.17 FEET OF LOT 3 IN HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16 FEET OF LOT 44 IN COUNTY CLERK'S DIVISION OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 19, RANGE 41 NORTH, SECTION 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LINCOLN AVENUE AND THE CHICAGO MILWAUKEE AND ST. PAUL RAILROAD (EXCEPT THEREFROM THE NORTH 100.17 FEET OF THE EAST 85 FEET OF SAID LOT 3 IN HENNING'S SUBDIVISION) IN COOK COUNTY, ILLINOIS.

P.I. #10-20 100 026

Property Address: 6336 W. Dempster, Morton Grove, Illinois 60053

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THIS RIDER IS ATTACHED TO AND FORMS CERTAIN PART OF CERTAIN
MODIFICATION OF MORTGAGE DATED SEPTEMBER 24, 1996 AND EXECUTED BY
MIDWEST TRUST SERVICES INC., SUCCESSOR TO MIDWEST BANK AND TRUST
COMPANY, AS TRUSTEE, UNDER TRUST AGREEMENT #67-02-01:

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 note or any interest that may accrue thereon, 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 SUCCESSOR TRUSTEE TO MIDWEST BANK AND TRUST COMPANY 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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