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**REGORDATION REQUESTED BY:**

**PALOS BANK AND TRUST COMPANY**  
12600 SOUTH HARLEM AVENUE  
PALOS HEIGHTS, IL 60463

**WHEN RECORDED MAIL TO:**

**PALOS BANK AND TRUST COMPANY**  
12600 SOUTH HARLEM AVENUE  
PALOS HEIGHTS, IL 60463

FOR RECORDER'S USE ONLY

This Modification of Mortgage

**PALOS BANK AND TRUST COMPANY**  
12600 S. Harlem Avenue  
Palos Heights, Illinois 60463

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MARCH 1, 1996, BETWEEN PALOS BANK AND TRUST COMPANY a/u Trust No. 1-2631, and not personally, Trustee, (referred to below as "Grantor"), whose address is 12600 S. Harlem Avenue, Palos Heights, IL 60463; and PALOS BANK AND TRUST COMPANY (referred to below as "Lender"), whose address is 12600 SOUTH HARLEM AVENUE, PALOS HEIGHTS, IL 60463.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated November 6, 1992 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded January 5, 1993 as Document 93005413 in the Office of the Recorder of Deeds of Cook County, State of Illinois

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

Lot 8 (except the Northwestern 7 feet thereof) and all of Lot 9 to 15, inclusive, and Lots 25 to 35 inclusive, in Block 43 of Ironworkers Addition to South Chicago, being a subdivision of the South fractional 1/2 of fractional Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 4000 E. 106th Street, Chicago, IL 60617. The Real Property tax identification number is 26-08-408-024 (Lots 8 to 13); 26-08-408-003 (Lot 14); 26-08-408-004 (Lot 15); 26-08-408-022 (Lot 25); 26-08-408-021 (Lot 26); 26-08-408-020 (Lot 27); 26-08-408-19 (Lot 28); 26-08-408-018 (Lot 29); 26-08-408-017 (Lot 30); 26-08-408-016 (Lot 31); 26-08-408-015 (Lot 32); 26-08-408-014 (Lot 33); 26-08-408-013 (Lot 34); 26-08-408-012 (Lot 35), Vol. 299..

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

- The principal balance under the Mortgage as of the date of this Modification has been reduced to \$453,838.94.
- The maturity date of the Mortgage is hereby extended from December 1, 1995 to March 1, 2001.
- The interest rate under the Promissory Note and Mortgage is reduced from 9.0% fixed to 8.625% fixed effective March 1, 1996 to the extended maturity of March 1, 2001.

**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

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## MODIFICATION OF MORTGAGE

(Continued)

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.

**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 1-2631 AND DATED AUGUST 17, 1987.**

**BORROWER:**

**PALOS BANK AND TRUST COMPANY as Trust No. 1-2631, and not personally**

By: Mary Kay Burke  
Mary Kay Burke, Lead Trust Officer

By: James J. Martin, Jr.  
James J. Martin, Jr., Trust Officer

**LENDER:**

**PALOS BANK AND TRUST COMPANY**

By: [Signature]  
Authorized Officer

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**CORPORATE ACKNOWLEDGMENT**

STATE OF Illinois )

THIS INSTRUMENT IS BEING PLACED  
OF RECORD BY INTERCOUNTY TITLE  
AS AN ACCOMMODATION ONLY. NO  
EXAMINATION AS TO ITS VALIDITY  
HAS BEEN MADE

COUNTY OF Cook )

On this 22nd day of March, 19 96, before me, the undersigned Notary Public, personally appeared Mary Kay Burke, Land Trust Officer; and James J. Martin, Jr., Trust Officer of PALOS BANK AND TRUST COMPANY s/a Trust No. 1-2631, and not personally, 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 *Candace Warren* Residing at 12600 South Harlem, Palos Heights

Notary Public in and for the State of Illinois

My commission expires August 26, 1997

**LENDER ACKNOWLEDGMENT**

STATE OF Illinois )

COUNTY OF Cook )

On this 22nd day of March, 19 96, before me, the undersigned Notary Public, personally appeared *Mary Kay Burke* and known to me to be the *Land Trust Officer* 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 *Candace Warren* Residing at 12600 South Harlem, Palos Heights

Notary Public in and for the State of Illinois

My commission expires August 26, 1997

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