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RECORDATION REQUESTED BY:

OXFORD BANK & TRUST
1100 West Lake Street
P.O. Box 129
Addison, IL 60101

97357559

WHEN RECORDED MAIL TO:

OXFORD BANK & TRUST
1100 West Lake Street
P.O. Box 129
Addison, IL 60101

DEPT-01 RECORDING 125.0
T#0012 TRAN 5169 05/20/97 13:14:00
#1964 CG #97-357559
COOK COUNTY RECORDER

SEND TAX NOTICES TO:

OXFORD BANK & TRUST
1100 W. LAKE STREET
ADDISON, IL 60101

FOR RECORDER'S USE ONLY

259

This Modification of Mortgage prepared by: OXFORD BANK & TRUST
1100 W. LAKE STREET
ADDISON, IL 60101

ORIGINAL

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 15, 1997, BETWEEN OXFORD BANK & TRUST, as Trustee, UNDER TRUST AGREEMENT DATED 4-3-95 AND KNOWN AS TRUST #461, (referred to below as "Grantor"), whose address is 1100 W. LAKE STREET, ADDISON, IL 60101; and OXFORD BANK & TRUST (referred to below as "Lender"), whose address is 1100 West Lake Street, P.O. Box 129, Addison, IL 60101.

MORTGAGE. Grantor and Lender have entered into a mortgage dated April 16, 1996 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED 4-19-96 IN COOK COUNTY, ILLINOIS AS DOCUMENT #96-296729

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

LOT 3 IN THE SUBDIVISION OF THE NORTH EAST 1/4 OF SUBBLOCK 3 IN THE SOUTH 1/2 OF BLOCK 44 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

The Real Property or its address is commonly known as 1307 W. SCHUBERT, CHICAGO, IL 60640. The Real Property tax identification number is 14-29-308-021-0000.

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

THE MATURITY DATE OF THE NOTE IS HEREBY EXTENDED TO 10-15-97.

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.

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04-16-1997
Loan No 7839948-5

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 OXFORD BANK & TRUST/461 AND DATED APRIL 3, 1996.

BORROWER:

OXFORD BANK & TRUST

By: *Irene S. Nowicki*
IRENE S. NOWICKI, TRUST OFFICER

This instrument is executed by OXFORD BANK & TRUST not personally but solely as Trustee, as stated. As the covenants and conditions to be performed hereunder by OXFORD BANK & TRUST are undertaken by it solely as stated, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against OXFORD BANK & TRUST by reason of any of the covenants, statements, representations or warranties contained in this instrument.

LENDER:

OXFORD BANK & TRUST

By: *[Signature]*
Authorized Officer

CORPORATE ACKNOWLEDGMENT

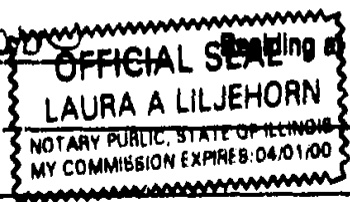
STATE OF Illinois)
) ss

COUNTY OF DePue)

On this 15th day of April, 1997, before me, the undersigned Notary Public, personally appeared IRENE S. NOWICKI, TRUST OFFICER UNDER TRUST AGREEMENT DATED 4-3-96 AND KNOWN AS TRUST #461, of OXFORD BANK & TRUST, 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: *Laura A. Liljehorn* Notary Public

Notary Public in and for the State of



My commission expires _____

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04-15-1997
Loan No 7539948-5

MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF DuPage) ss

On this 5th day of April, 19 97, before me, the undersigned Notary Public, personally appeared Frank H. Savoka and known to me to be the 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 Laura A. Liljehorn Residing at _____

Notary Public in and for the State of _____

My commission expires _____



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[IL-G201 PAPP2.LN]

Cook County Clerk's Office

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