

UNOFFICIAL COPY

98754546

RECORDATION REQUESTED BY:

Midwest Bank and Trust Company
1606 N. Harlem Avenue
Elmwood Park, IL 60707

9833/0031 25 001 Page 1 of 3
1998-08-25 09:48:13
Cook County Recorder 25.50

WHEN RECORDED MAIL TO:

Midwest Bank and Trust Company
1606 N. Harlem Avenue
Elmwood Park, IL 60707

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

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 5, 1998, BETWEEN Midwest Trust Services, Inc., successor to the Midwest Bank and Trust Company (M/T/A #85-06-4719, 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 60707.

MORTGAGE. Grantor and Lender have entered into a mortgage dated July 13, 1993 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded as Document #93559451 and Assignment of Rents recorded as Document #93559452

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

Lots 60 and 61 in Gilpin's Subdivision of Block 13, in Calan Trustees' Subdivision of the South East 1/4 of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 1031 W. Polk Street, Chicago, IL 60707. The Real Property tax identification number is 17-17-420-007-0000.

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

Said remaining indebtedness of \$141,398.63 shall be paid on or before 08/05/2003. The monthly payments of principal and interest shall be made beginning 09/05/98 in the amount of \$1,402.78 to be applied first to interest and the balance to principal until said indebtedness is paid in full (not to exceed 08/05/2003).

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.

S-1
P. 13
M.Y

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 88-05-4719 AND DATED JUNE 4, 1996.

BORROWER:

Midwest Trust Services, Inc., successor to the Midwest Bank and Trust Company U/T/A #88-05-4719

By: *Juanita Chandler*
Juanita Chandler, Land Trust Administrator

By: *Julie Wickman*
Julie Wickman, Trust Administrator

LENDER:

Midwest Bank and Trust Company

By: *James J. Miller*
Authorized Officer

CORPORATE ACKNOWLEDGMENT

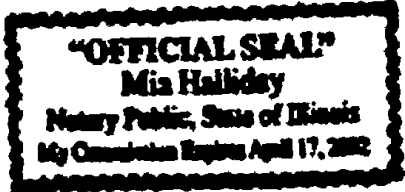
STATE OF Illinois
COUNTY OF Will) ss

On this 5th day of August, 19 98, before me, the undersigned Notary Public, personally appeared Juanita Chandler, Land Trust Administrator; and Julie Wickman, Trust Administrator of Midwest Trust Services, Inc., successor to the Midwest Bank and Trust Company U/T/A #88-05-4719, 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: *Mia Halliday* Residing at Naperville, IL

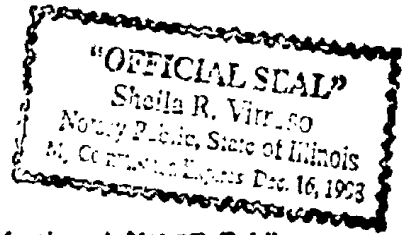
Notary Public in and for the State of Illinois

My commission expires 4/17/02



LENDER ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Cook



On this 5th day of August, 19 98, before me, the undersigned Notary Public, personally appeared Janice Epelheimer and known to me to be the Loan 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 Sheila R. Vitale Residing at Orchard Park

Notary Public in and for the State of Illinois

My commission expires 12-16-98

COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

Property of Cook County Clerk's Office