

UNOFFICIAL COPY 98809792

9851/0098 37 001 Page 1 of 3  
1998-09-11 12:41:30  
Cook County Recorder 25.50

**RECORDATION REQUESTED BY:**

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

**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 1, 1998, BETWEEN John R. Oyen and Lori Ann Oyen, his wife, (referred to below as "Grantor"), whose address is 1914 N Pinetree Drive, Arlington Heights, IL 60007; 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 8, 1993 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded as document #93548135 and Assignment of Rents recorded as document #93548136.

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

Parcel 1: Unit 309 together with its undivided percentage interest in the common elements in Carriage Way Court Condominium building No. 5100 as delineated and defined in the Declaration recorded as Document No. 26619596, in Section 8, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. Parcel 2: Easements appurtenant to and for the benefit of Parcel 1 as set forth and defined in the Declaration of easements recorded as Document No. 25945365 for ingress and egress, all in Cook County, Illinois.

The Real Property or its address is commonly known as 5100 Carriage Way Unit #309, Rolling Meadows, IL 60008. The Real Property tax identification number is 08-08-301-064-1035.

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

Said remaining indebtedness of \$33,777.17 shall be paid on or before 08/01/2003. The interest rate shall remain 8%. The monthly payments of principal and interest shall be made beginning 09/01/98 in the amount of \$322.79 to be applied first to interest and the balance to principal until said indebtedness is paid in full not to exceed 08/01/2003..

**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 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

Sy  
B  
ny

UNOFFICIAL COPY

98809792

Page 2 of 3

08-01-1998

MODIFICATION OF MORTGAGE  
(Continued)

Page 2

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.

GRANTOR:

X [Signature]

X [Signature]

LENDER:

Midwest Bank and Trust Company

By [Signature]  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

) ss

"OFFICIAL SEAL"

Sheila R. Virruso

Notary Public, State of Illinois

My Commission Expires Dec. 16, 1998

On this day before me, the undersigned Notary Public, personally appeared John R. Oyen and Lori Ann Oyen, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1st day of August, 1998.

By Sheila R. Virruso Residing at Elmhurst Park

Notary Public in and for the State of Illinois

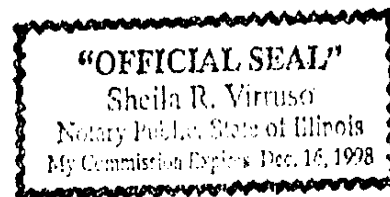
My commission expires 12-16-98

08-01-1998

MODIFICATION OF MORTGAGE  
(Continued)

Page 3

## LENDER ACKNOWLEDGMENT

STATE OF Illinois  
COUNTY OF Cook ) ss

On this 1st day of August, 19 98, before me, the undersigned Notary Public, personally appeared Janice Eppelmeier 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. Virruso Residing at Elmwood ParkNotary Public in and for the State of IllinoisMy commission expires 12-16-98

COOK County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office