

# UNOFFICIAL COPY



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98990011

**RECORDATION REQUESTED BY:**

CIB Bank  
900 East Higgins Road  
Elk Grove Village, IL 60007

**WHEN RECORDED MAIL TO:**

CIB Bank  
900 East Higgins Road  
Elk Grove Village, IL 60007

DEPT-01 RECORDING \$25.00  
T#0000 TRAN 0852 11/03/98 10:37:00  
60249 \* CG \* -98-990011  
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

7661163 MS DIC DI

**This Modification of Mortgage prepared by:**

CIB Bank  
900 East Higgins Road  
Elk Grove Village, IL 60007

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 18, 1998, BETWEEN Midwest Trust Services, Inc., as Trustee, an Illinois Corporation, (referred to below as "Grantor"), whose address is 1606 N. Harlem Avenue, Elmwood Park, IL 60707; and CIB Bank (referred to below as "Lender"), whose address is 900 East Higgins Road, Elk Grove Village, IL 60007.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated July 18, 1997 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

July 31, 1997 at the cook County Recorder, Illinois as document number 97556582

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

LOT 18 IN BLOCK 6 IN WARD'S SUBDIVISION OF BLOCK 12 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 32, 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 2217 N. Wayne, Chicago, IL 60614. The Real Property tax identification number is 14-32-111-014.

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

Principal increased to \$868,500.00.

**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.

BOX 333-CTI

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My Commission Expires 11-23-98  
Notary Public, State of Illinois  
Karen M. Priban  
OFFICIAL SEAL

My commission expires 11-23-98

Notary Public in and for the State of Illinois

Illinois

By [Signature] Residing at ELK GROVE VILLAGE, IL

On this 23rd day of October, 1998, before me, the undersigned Notary Public, personally appeared Trust Officer, of Midwest Trust Services, Inc., 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.

COUNTY OF

( ss )

Cook

STATE OF

Illinois

CORPORATE ACKNOWLEDGMENT

Authorized Officer

By: [Signature]

CIB Bank

LENDER:

Trust Officer, Admin.

By: [Signature]

Midwest Trust Services, Inc.

BORROWER:

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 TRUST #97-1-7152 AND DATED APRIL 4, 1997.

98990017

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )

) ss

COUNTY OF COOK )

On this 23rd day of October, 19 98, before me, the undersigned Notary Public, personally appeared NINO M. PELLETTIERI and known to me to be the EXECUTIVE 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 Karen M. Pruban

Residing at ELK GROVE VILLAGE, IL

Notary Public in and for the State of ILLINOIS

My commission expires 11-23-98

“OFFICIAL SEAL”  
Karen M. Pruban  
Notary Public, State of Illinois  
My Commission Expires 11/23/98

COOK County Clerk's Office  
98090011