UNOFFICIAL COPY110814 Species

#### **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 1605 N. Harlem Avenue Eknwood Park, IL 60707

TAX NOTICES TO:

**SEN** 

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

FOR RECORDER'S USE ONLY

This Modification of Mertgage prepared by:

Janice Eppelheimer 1606 North Harlem

Elmwood Park, Illinois 60707

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 5, 1998, BETWEEN Midwest Trust Services, Inc., as Trustee, (referred to below as "Grantor"), whose address is 1606 North Harlem, 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 cated December 21, 1994 (the "Mortgage") recorded in Cock County, State of Illinois as follows:

Recorded in the office of the Cook County Recorder 95-092492

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

Lot 31 (except the South 1 foot thereof) and Lot 32 (except the North 3 fee thereof) in Block 5 in the Fourth Addition to Franklin Park, being a Subdivision in the Northwest 1/4 or Section 28, Township 40 North, Range 12, East of the Third Principal Meridian, lying North of the center into of Grand Avenue, in Cook County, Illinois

The Real Property or its address is commonly known as 3021 Dora, Franklin Park, IL 60131. The Real Property tax identification number is 12 28 112 053.

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

The interest rate is hereby changed to 10% per annum. The monthly payments of principal and interest shall be made beginning the 5th day of February 1998 in the sum of \$883.55 to be applied first to interest and the balance to principal until said indebtedness is paid in full not to exceed 1/5/2003.

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 juture 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.

HEN

01-05-1998

## **UNOFFICIAL COPY**

## MODIFICATION OF MORTGAGE

(Continued)

Page 2

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 MIDWEST TRUST SERVICES, INC. AS TRUSTEE U/T/A 83-12-4303 AND DATED DECEMBER 20, 1983.

Midwest Tryst Services, Inc. U.T. 11. 83.12.47203 AND NOT PERSONALLY

By: (Emily S. Menione, Land Trust Administrator

SEF EXCULPATORY RIDER
ATTACHED TO ALD
MADE PART HEREOF.

LENDER:

Midwest Bank and Trust Company

By: Aythorized Officer

01-05-1998

# UNOFFICIAL COPY 110814 Page 3

(Continued)

## CORPORATE ACKNOWLEDGMENT

STATE OF ILLINGS	) ) ss
COUNTY OF COLUMN	)
On this	
Notary Public in and for the State of	<i>gararanananan</i>
My commission expires IRNUFA V K 2U	"OFFICIAL SEAL" CATHY GLUBOKUCH North Public Structures My Commission Entries Ct. 1470 Macanagement
LENDER ACKNOWLEDGMENT	
STATE OF STATE OF	"OFFICIAL SEAL" Shella R. Virruso Nemp Folice, Sure of Ulincia in
COUNTY OF COCK	My Common Organia Data 1 (1996)
On this Silv day of Allice. 19 98, before me, the undersigned Notary Public, personally appeared Notary Public personally and known to me to be the India 1410.  authorized agent for the Lender that executed the within and foregoing in trument 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 outh 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 Residing at Market Residing at Mar	
1 111	3/ 20 / 1/0 //

## UNOFFICIAL COPY 10814 Page 4 of 4

at at claiming by, through and under them. being expressly waived and released or the parties hereto and by all persons contained, whether expressed or implied, all such personal liability, if any, indemnities, representations, covenants, undertaking or agreement therein enforceable against Midwest Trust Services, Inc. on account of any warranties, responsibility is assumed by, nor shall at any time be asserted or be that conferred upon it as such trustee and no personal liability or personal not in its' own rights, but as trustee solely in the exercise of the power this document is executed and delivered by said Midnest Trust Services Inc., are made and intended for the sole purpose of binding the trust property, and covenants, undertakings and agreements of Midwest Trust Services, Inc., but and intended, rot as personal warranties, indemnities, representations, undertakings and agreements herein made on the part of the trustee are made each and all of the warranties, indemnities, representations, covenants, and It is expressly understood and agreed by and between the parties hereto that

SERVICES, INC. UNDER TRUST AGREEMENT NUMBER 83-12-4303:

MORTGAGE DATED JANUARY 5, 1998 AND EXECUTED BY MIDWEST TRUST

THIS RIDER IS ATTACHED TO AND MADE PART OF A CERTAIN MODIFICATION OF