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1999-05-07 11:20:09
Cook County Recorder 27.50

RECORDATION REQUESTED BY:

Banco Popular North America
4801 W. Fullerton Avenue
Chicago, IL 60639

WHEN RECORDED MAIL TO:

Banco Popular North America
4801 W. Fullerton Avenue
Chicago, IL 60639

SEND TAX NOTICES TO:

Banco Popular North America
4801 W. Fullerton Avenue
Chicago, IL 60639

FOR RECORDER'S USE ONLY

#66 99594 - 9001

This Modification of Mortgage prepared by: Banco Popular North America
4801 W. Fullerton
Chicago, IL 60639

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MARCH 27, 1999, BETWEEN Independent Trust Corporation, as Trustee u/v/a 20441 dated 08/25/97 (referred to below as "Grantor"), whose address is 120 W. Madison, Chicago, IL 60602; and Banco Popular North America (referred to below as "Lender"), whose address is 4801 W. Fullerton Avenue, Chicago, IL 60639.

MORTGAGE. Grantor and Lender have entered into a mortgage dated August 27, 1997 (the "Mortgage") recorded in 23-29-306-005 County, State of Illinois as follows:

Recorded on 09/02/97 as Document #97641423

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in 23-29-306-005 County, State of Illinois:

SEE ATTACHED EXHIBIT A

The Real Property or its address is commonly known as 26 Wildwood, Palos Park, IL 60464.

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

Effective March 27, 1999, the Maturity date on the Mortgage dated August 27, 1997 shall be extended until the entire outstanding balance of principal and interest are paid in its entirety..

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.

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 20441 and dated August 25, 1997.

BORROWER:

Independent Trust Corporation, as Trustee u/a 20441 dated 08/25/97

By: [Signature]
Land Trust, Officer

This Agreement is signed by INDEPENDENT TRUST CORPORATION not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 20441. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee or any person interested beneficially or otherwise in said property which may result herefrom, shall be payable only out of any trust property which may be held thereunder. Any and all personal liability of INDEPENDENT TRUST CORPORATION, or any person interested beneficially or otherwise in said property is hereby expressly waived by the parties hereto and their respective successors and assigns

Representations and undertakings of INDEPENDENT TRUST CORPORATION as trustee as aforesaid and not individually are those of its beneficiaries only and no liability is assumed by or shall be asserted against the INDEPENDENT TRUST CORPORATION personally as a result of the signing of this instrument.

LENDER:

Banco Popular North America

By: [Signature]
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)

COUNTY OF COOK) ss

On this 4th day of May, 1999, before me, the undersigned Notary Public, personally appeared Land Trust, Officer of Independent Trust Corporation, as Trustee u/a 20441 dated 08/25/97, 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 [Signature] Residing at Chicago, IL

Notary Public in and for the State of ILLINOIS

My commission expires _____



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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)

On this 5th day of May, 19 99, before me, the undersigned Notary Public, personally appeared WILLIAM ORBANIC and known to me to be the ASST. VICE PRES, 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 Janet L. Rosch Residing at Chicago

Notary Public in and for the State of Illinois
My commission expires 7-6-02



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EXHIBIT "A"

THAT PART OF LOT 27 IN FIRST ADDITION TO PALOS HUNTLEIGH WOODS, ALSO ALL OF THAT PART OF VACATED ROMIGA LANE LYING SOUTH OF THE NORTH LINE OF SAID LOT 27 EXTENDED EAST AND NORTH OF THE SOUTH LINE OF LOT 28 EXTENDED WEST, IN FIRST ADDITION TO PALOS HUNTLEIGH WOODS, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 20, 1959 AS DOCUMENT NUMBER 17635734, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 27, THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 27, 33.00 FEET MORE OR LESS TO THE CENTER LINE OF VACATED ROMIGA LANE, THENCE SOUTH 164.51 FEET MORE OR LESS ALONG SAID CENTER LINE TO THE SOUTH LINE OF SAID LOT 27 EXTENDED EAST, SAID LINE BEING THE SOUTH LINE OF SAID SECTION 29, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 29 A DISTANCE OF 142.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 29 AND SAID LOT 27, SAID POINT BEING 109.00 FEET WESTERLY OF THE SOUTHWEST CORNER OF SAID LOT 27, THENCE NORTH 164.69 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF SAID LOT 27 WHICH IS 109.00 FEET WESTERLY OF THE PLACE OF BEGINNING AS MEASURED ALONG THE NORTH LINE OF SAID LOT 27, THENCE EAST ALONG SAID NORTH LINE OF LOT 27 A DISTANCE OF 109.00 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.