9513456 S353/0109 07 001 Page 1 of

1999-05-27 11:56:08

Cook County Recorder

25.50



The Mid-City National Bank of Chicago c/o MidCity Financial Corp. 7222 West Cermak Road North Riverside, IL 60546



## WHEN RECORDED MAIL TO:

The Mid-City National Bank of Chicago c/o MidCity Financial Corp. 7222 West Cermak Road North Riverside, IL 60546

FOR RECORDER'S USE ONLY

<u> 3m</u>

This Modification of Mortgage prepared by:

Daniel J. Tomasetti 7222 W. Cermak Road North Riverside, IL 60546 705838

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MAY 1, 1999, BETWEEN MGDSF Partnership, (an Illinois General Partnership), (referred to below as "Grantor"), whose address is 2528 South 27th Avenue, Broadview, IL 60513; and The Mid-City National Bank of Cnicago (referred to below as "Lender"), whose address is 7222 West Cermak Road, North Riverside, IL 60546.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 17, 1990 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded May 18, 1990 as document 90232234

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

THE NORTH 194.0 FEET OF THE SOUTH 630 FEET OF THE WEST 300 FEET OF THAT PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ADJOINING THE EASTERLY FIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY, IN COOK COUNTY, ILLINO'S

The Real Property or its address is commonly known as 2528 South 27th Avenue, Broadview, IL 60153. The Real Property tax identification number is 15-21-202-066.

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

Reduce Interest Rate from 8.50% to 7.75% and Extend Maturity Date from September 1, 2002 to May 1, 2004.

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

05-01-1999 Loan No 70000809

(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:
MGDSF Partnership
By: William D. Murphy, General Partner
By: Mie D. J.
Michael DelGiudice, General Partner  By:
Douglas J. Fink, General Partner
By: I/V NAME AND A STATE OF THE
By: Malph Gervasio, General Partner  LENDER: The Mid-City National Bank of Chicago  By: Authorized Officer
LENDER:
The Mid-City National Bank of Chicago  By:
Authorized Officer
76
Co T

05-01-1999 Lean No 70000809

## FICATION OF MORTO (Continued)

Page 3

PARTNERSHIP ACKNOWLEDGMENT		
STATE OF Illinois	)	
	) ss	
COUNTY OF COL	)	
On this	of MGDSF Partnership; and Ralph Gervasio, General partners or designated agents of the partnership that the Modification to be the free and voluntary act and mership Agreement, for the uses and purposes therein	
By COROLLE WALLES	Hesiding at	
Notary Public in and for the State of		
My commission expires	OFFICIAL SEAL ELIZABETH WARTENBERG NOTARY PUBLIC STATE OF ILL: NOIS MY COMMISSION EXP. JAN. 7,2003	
LENDER ACKNOWLEDGMENT		
STATE OF THINGS	) ss	
COUNTY OF COCK	) ()	
On this 1St day of May, 19 9 and appeared miel J. kmaetki and	, before me, the undersigned Notary Public, personally known to me to be in a VICE UCSION,	
authorized agent for the Lender that executed the withinstrument to be the free and voluntary act and deed of the	in and foregoing instrument and acknowledged said said lender, duly authorized by the Lender through its	
board of directors or otherwise, for the uses and purposes therein mentioned, and on oath said that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.		
By 200 W 100 Seal By 200 By 20	Residing at	
	1 1	
Notary Public in and for the State of	U	
Notary Public in and for the State of	OFFICIAL SEAL ELIZABETH WARTENBERG NOTARY PUBLIC STATE OF ILLENOIS	