

# UNOFFICIAL COPY



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1999-06-15 09:55:37  
Cook County Recorder 27.50

**RECORDATION REQUESTED BY:**

FIRST MIDWEST BANK, NATIONAL ASSOCIATION  
300 PARK BOULEVARD, SUITE 400  
ITASCA, IL 60143

**WHEN RECORDED MAIL TO:**

First Midwest Bank, N.A.  
P.O. Box 6480  
Vernon Hills, IL 60061



93716815-13818 #3211

FOR RECORDER'S USE ONLY

Webster Sheet Metal Inc

**This Modification of Mortgage prepared by:**

FIRST MIDWEST BANK, N.A.  
945 LAKEVIEW PARKWAY, SUITE 170  
VERNON HILLS, ILLINOIS 60061

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MAY 28, 1999, BETWEEN FIRST MIDWEST TRUST COMPANY, NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO HERITAGE TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED JUNE 1, 1996 AND KNOWN AS TRUST #96-5866, whose address is 17500 OAK PARK AVENUE, TINLEY PARK, IL 60477 (referred to below as "Grantor"); ; and FIRST MIDWEST BANK, NATIONAL ASSOCIATION (referred to below as "Lender"), whose address is 300 PARK BOULEVARD, SUITE 400, ITASCA, IL 60143.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated June 1, 1998 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

**RECORDED ON AUGUST 6, 1998 AS DOCUMENT #98693695**

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

THE SOUTH 100.50 FEET OF THE NORTH 301.50 FEET OF THE WEST 1/2 OF THAT PART OF LOT 7 LYING WEST OF THE EAST 33 FEET THEREOF IN ARTHUR T. MCINTOSH AND COMPANY'S 135TH STREET FARMS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE EAST 60 ACRES OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 13831 SOUTH KOSTNER, CRESTWOOD, IL 60445-1529. The Real Property tax identification number is 28-03-200-025.

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

TO DELETE THE DEFINITION OF "NOTE" THEREIN ITS ENTIRETY AND TO INSERT IN LIEU THEREOF THE FOLLOWING: "NOTE. THE WORD "NOTE" MEANS THE PROMISSORY NOTE OR CREDIT AGREEMENT DATED MAY 28, 1999 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$800,000.00 FROM BORROWER TO LENDER TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT. NOTICE: UNDER NO CIRCUMSTANCES SHALL THE INTEREST RATE ON THIS MORTGAGE BE MORE THAN THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE".

**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

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P-4  
16-1  
M-1  
\$27.50  
JHK

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.

GRANTOR:

FIRST MIDWEST TRUST COMPANY, NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO HERITAGE TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED JUNE 1, 1996 AND KNOWN AS TRUST #96-5866

SEE TRUSTEE'S RIDER ATTACHED HERETO

AND MADE A PARTY HEREOF

By: \_\_\_\_\_

LENDER:

FIRST MIDWEST BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ of FIRST MIDWEST TRUST COMPANY, NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO HERITAGE TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED JUNE 1, 1996 AND KNOWN AS TRUST #96-5866, 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 \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, 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 \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

RIDER ATTACHED AND MADE A PART OF  
MORTGAGE MODIFICATION DATED May 28, 1999

This Mortgage is executed by FIRST MIDWEST TRUST COMPANY, National Association, not personally but as Trustee or Successor Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said FIRST MIDWEST TRUST COMPANY, National Association, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said FIRST MIDWEST TRUST COMPANY, National Association, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform thereon any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the FIRST MIDWEST TRUST COMPANY, National Association, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

In witness whereof, the grantor, not personally but as trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Trust Officer this 4<sup>th</sup> day of June, 1999.

FIRST MIDWEST TRUST COMPANY, N.A.  
as Trustee or Successor Trustee under Trust No. 96-5866  
and not personally.

By: Nancy K. Forrest  
Trust Officer

Attest: Joyce V. Cunningham  
Trust Officer

STATE OF ILLINOIS

SS:

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nancy K. Forrest, Trust Officer of FIRST MIDWEST TRUST COMPANY, National Association, and Joyce V. Cunningham, the attesting Trust Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and the attesting Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Trust Company, for the uses and purposes therein set forth; and the said attesting Trust Officer did also then and there acknowledge that he as custodian of the corporate seal of said Trust Company, did affix the said corporate seal of said Trust Company instrument as his own free and voluntary act, and as the free and voluntary act of said Trust Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4<sup>th</sup> day of June, A.D., 1999.



Patricia Cartalino  
NOTARY PUBLIC