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1999-06-15 09:00:46

Cook County Recorder 25.50



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Cook County Recorder 27.50

FOR RECORDER'S USE ONLY

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

10157016-11598 # 3137

Cozza, Robert J.

This Modification of Mortgage prepared by:

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

*Old Kent Bank, as successor trustee of
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MAY 10, 1999, BETWEEN FIRST NATIONAL BANK OF EVERGREEN PARK, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED 4/20/82 AND KNOWN AS TRUST #6738, whose address is 3101 WEST 95TH STREET, EVERGREEN PARK, IL (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 January 5, 1998 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED JANUARY 29, 1998 AS DOCUMENT #98074845

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

LOT 13 IN COLLEGE HIGHLANDS ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6173 WEST 125TH STREET, PALOS HEIGHTS, IL 60463. The Real Property tax identification number is 24-29-302-056.

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

TO DELETE THE SENTENCE "THE MATURITY DATE OF THIS MORTGAGE IS FEBRUARY 2, 2001" IN THE DEFINITION OF NOTE.

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.

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EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR: *OLD KENT BANK, as Successor Trustee of
*FIRST NATIONAL BANK OF EVERGREEN PARK, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED 4/20/82 AND KNOWN AS TRUST #6738

By: Robert J. Mayo, Vice President & Trust Officer

SEE ATTACHED RIDER FOR
EXECUTION BY TRUSTEE

LENDER:
FIRST MIDWEST BANK, NATIONAL ASSOCIATION

By: Thomas J. Olsen
Authorized Officer

CORPORATE ACKNOWLEDGMENT

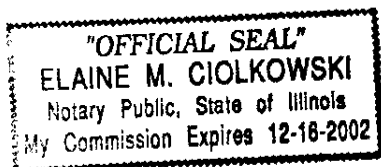
STATE OF IL) Old Kent Bank, as successor trustee of
) ss
COUNTY OF Cook)

On this 27th day of May, 19 99, before me, the undersigned Notary Public, personally appeared Robert J. Mayo, of **FIRST NATIONAL BANK OF EVERGREEN PARK, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED 4/20/82 AND KNOWN AS TRUST #6738**, 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 Elaine M. Ciolkowski Residing at Evergreen Park

Notary Public in and for the State of IL

My commission expires _____



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LENDER ACKNOWLEDGMENT

STATE OF IL)

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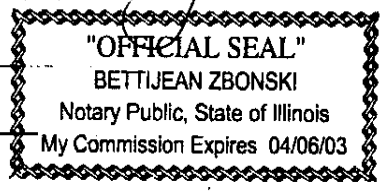
COUNTY OF Cook) ss

On this 27th day of May, 19 99, before me, the undersigned Notary Public, personally appeared Thomas J. Alcega 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 Bettjean Zbonski Residing at Triley Park

Notary Public in and for the State of IL

My commission expires 4-06-03



Property of Cook County Clerk's Office

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RIDER ATTACHED TO MODIFICATION OF MORTGAGE TO:
FIRST MIDWEST BANK, N.A.

99571710


DATED: May 10, 1999

This Mortgage is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by OLD KENT BANK, AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF EVERGREEN PARK, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against OLD KENT BANK, AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF EVERGREEN PARK, its agents or employees, on account hereof, or on any of the covenants, undertaking or agreement herein or in said principal not contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

OLD KENT BANK, Not individually, but as Trustee under Trust No. 6738

By: 
Vice President & Trust Officer

ATTEST:


(Assistant) Trust Officer