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1999-07-28 15:02:08
Cook County Recorder 25.50



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

FOR RECORDER'S USE ONLY

782316-1#3038
White, Ralph

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 JULY 1, 1999, BETWEEN BANKONE, CHICAGO, N.A., NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED AUGUST 11, 1989 AND KNOWN AS TRUST #9628, whose address is P.O. BOX 2200, LAGRANGE, IL 60525 (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 November 12, 1996 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED NOVEMBER 18, 1996 AS DOCUMENT #96876942

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

LOTS 11 TO 16 (EXCEPT THE NORTH 7 FEET TAKEN FOR STREET) IN CUMMINGS AND FOREMAN REAL ESTATE CORPORATION HOME ADDITION IN THE NORTHWEST 1/4 OF SECTION 22 AND THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2200 ROOSEVELT ROAD, BROADVIEW, IL 60513. The Real Property tax identification number is 15-22-102-005 THRU 010.

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

TO DELETE THE DEFINITION OF "NOTE" THEREIN ITS ENTIRETY AND PLACE IN LIEU THEREOF THE FOLLOWING: "NOTE. THE WORD NOTE MEANS THE PROMISSORY NOTE OR CREDIT AGREEMENT DATED JULY 1, 1999, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$203,292.18 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".

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

5/4
1/3
1/2
m
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MODIFICATION OF MORTGAGE (Continued)

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Loan No 1

or otherwise will not be released by it. This waiver applies not only to any initial execution 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:

BANKONE, CHICAGO, N.A., NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED AUGUST 11, 1989 AND KNOWN AS TRUST #9528

By: *Dennis John Carrara*
Dennis John Carrara, Assistant Vice President

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

LENDER:

FIRST MIDWEST BANK, NATIONAL ASSOCIATION

By: *James [Signature]*
Authorized Officer

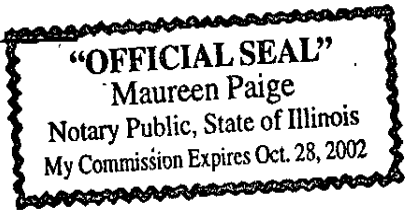
CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF COOK

On this 21st day of July, 19 99, before me, the undersigned Notary Public, personally appeared Dennis John Carrara, Assistant Vice President of **BANKONE, CHICAGO, N.A., NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED AUGUST 11, 1989 AND KNOWN AS TRUST #9528**, 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 *Maureen Paige* Residing at _____
Notary Public in and for the State of ILLINOIS

My commission expires 10-28-02



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EXHIBIT

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EXHIBIT

EXHIBIT

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois

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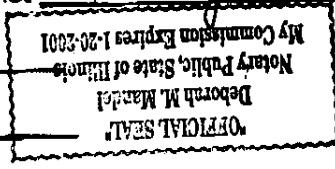
COUNTY OF Cook

On this 21st day of July, 19 99, before me, the undersigned Notary Public, personally appeared James Schramm and known to me to be the Vice President 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 Deborah M. Mandel Residing at Tinley Park

Notary Public in and for the State of Illinois

My commission expires _____



CLERK OF COOK COUNTY Clerk's Office