

UNOFFICIAL COPY

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1999-09-10 10:06:20
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

FOR RECORDER'S USE ONLY

2801096-1146270

Amclin Residential 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 AUGUST 19, 1999, BETWEEN FIRST MIDWEST TRUST COMPANY, NATIONAL ASSOCIATION SUCCESSOR TRUSTEE TO HERITAGE TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED AUGUST 24, 1979 AND KNOWN AS TRUST #2038, 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 August 17, 1995 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED ON AUGUST 17, 1995 AS DOCUMENT NO. 95558215 AND MODIFICATION OF MORTGAGE DATED MAY 1, 1998 RECORDED ON JULY 20, 1998 AS DOCUMENT NO. 98625447

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

LOTS 62, 64, 68, 69 & 70 IN MARYLAKE ESTATES UNIT 3, BEING A RESUBDIVISION OF PART OF LOT 1 IN MARYCREST, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as UNIT #3 190TH STREET AND MARYLAKE LANE, COUNTRY CLUB HILLS, IL 60478. The Real Property tax identification number is 31-04-400-029-0000.

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

- 1). TO DELETE THE DEFINITION OF "NOTE" THEREIN ITS ENTIRETY AND TO INSERT IN LIEU THEREOF THE FOLLOWING: NOTE. THE WORD "NOTE" MEANS THE PROMISSORY NOTES OR CREDIT AGREEMENTS DATED MARCH 10, 1995 AND OCTOBER 3, 1997 AMENDED BY CHANGE IN TERMS AGREEMENTS DATED AUGUST 19, 1999, IN THE ORIGINAL PRINCIPAL AMOUNTS OF \$1,500,000.00 AND \$500,000.00 FROM BORROWER TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTES OR AGREEMENTS.
- 2). TO DELETE THE PARAGRAPH "THE MATURITY DATE SHALL BE CHANGED FROM 5-1-98 TO 5-1-99 AT WHICH DATE THE ENTIRE PRINCIPAL BALANCE AND ALL ACCRUED INTEREST WILL BE DUE AND PAYABLE IN FULL. PAYMENTS CONSISTING OF ACCRUED INTEREST SHALL CONTINUE TO BE DUE QUARTERLY BEGINNING 8-1-98 AND CONTINUING EVERY QUARTER THEREAFTER UNTIL THE ENTIRE PRINCIPAL AND ACCRUED INTEREST BALANCE IS PAID IN FULL."
- 3). DELETE THE LAST SENTENCE OF THE INDEBTEDNESS CLAUSE AND REPLACE IT WITH THE

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P-4
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llw

(Continued)

FOLLOWING: "AT NO TIME SHALL THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE, EXCEED THE NOTE AMOUNT OF \$2,000,000.00."

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.

GRANTOR:

FIRST MIDWEST TRUST COMPANY, NATIONAL ASSOCIATION SUCCESSOR TRUSTEE TO HERITAGE TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED AUGUST 24, 1979 AND KNOWN AS TRUST #2038

SEE TRUSTEE'S RIDER ATTACHED HERETO

By: _____ AND MADE A PARTY HEREOF

LENDER:

FIRST MIDWEST BANK, NATIONAL ASSOCIATION

By: 
Authorized Officer

Property of Cook County Clerk's Office

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 AUGUST 24, 1979 AND KNOWN AS TRUST #2038, 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.

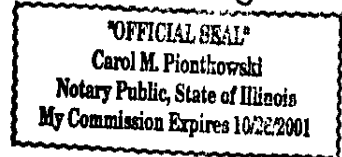
By _____ Residing at _____
Notary Public in and for the State of _____
My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Will)

On this 19th day of August, 19 99, before me, the undersigned Notary Public, personally appeared Joseph Wallace and known to me to be the Senior 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 Carol Piontkowski Residing at Will County
Notary Public in and for the State of Illinois
My commission expires 10-26-01



RIDER ATTACHED AND MADE A PART OF
MODIFICATION OF MORTGAGE DATED August 19, 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 Attesting Officer this 27th day of August, 1999.

FIRST MIDWEST TRUST COMPANY, N.A.
as Trustee or Successor Trustee under Trust No. 2038
and not personally.

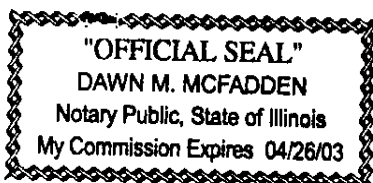
By: Nancy K. Forrest
Trust Officer

Attest: Dawn M. McFadden
Attesting 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, the Attesting 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 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 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 27th day of August, A.D., 1999.



Dawn M. McFadden
NOTARY PUBLIC