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RECORDATION REQUESTED BY:

Midwest Bank and Trust Company 1606 N. Harlem Avenue Elmwood Park, IL 60707

WHEN RECORDED MAIL TO:

Midwest Bank and Trust Company 1606 N. Harlem Avenue Elmwood Park, IL 60707

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Midwest Bank and Trust Company 91606 N. Harlern Avenue Elmwood Park, L 60707

DEPT-01 RECORDING

\$27,50

T\$0013 TRAN 1552 01/20/99 10:59:00

#7330 + TB #-99-056921 COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Steve Conti 1606 N. Harlem Avenue Elmwood Park, Illinois 60707

MODIFICATION OF MORTGAGE

MIDWEST BANK & TRUST CO SUCCESSOR TO

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 1, 1998, BETWEEN Midwest Trust Services, Inc., as Trustee, (referred to below as "Grantor"), whose address is 1606 N. Harlem Avenue, Elmwood Park, IL 60707; and Midwest Bank and Trust Company (referred to Lelow as "Lender"), whose address is 1606 N. Harlem Avenue, Elmwood Park, IL 60707.

MORTGAGE. Grantor and Lender have entered into a mortgage dated July 23, 1993 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded July 27, 1993 in the Office of the Cook County Recorder as document Number 93584857.

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

The Easterly 200 feet (measured Southerly line) of that part of lot 38 in Volk Brothers Subdivision of Lot 1 in E.A. Cummings and Company's Resubdivision of Lot 1 in Mont Clare Home Addition in the Southwest 1/4 of Section 25, Township 40 North, Range 12, East of the Third Principal Meridian, lying Westerly of the Westerly line of 79th Avenue (produced Northerly) East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 7906 W. Grand Avenue, Elmwood Park, IL 60707. The Real Property tax identification number is 12-25-316-117.

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

Said remaining indebtedness of \$76,085.12 shall be paid on or before August 1, 2003. The rate is hereby channed to 8.5%. The monthly payments of principal and interest shall be made beginning 9/1/98 in the amount of \$948.45 to be applied first to interest and the balance to principal until said indebtedness is paid in full not to exceed August 1, 2003..

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 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

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(Continued)

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. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS MIDWEST BANK AND TRUST COMPANY/#93-6521 AND DATED JULY 23, 1993.

BORROWER:
Midwest Trust Services, Inc. AS SUCCESSOR TRUSTEE TO MIDWEST RANK & TRUST CO.
UL JAMES UITA 93.4521 AND MOT PERSONALLY.
By: That I Widay
Mia Halliday, Yrus: Officer
By: Julie Wickman, Trust Administrator
SEE EXCULPATORY RIDER ATTACHED TO AND MADE PART HEREOF.
LENDER:
Midwest Bank and Trust Company
By: Voysley Coxa. Authorized Officer
CORPORATE ACKNOWLEDGMENT
STATE OF LUNOIS , 'OFFICIAL SEAL" & CATHY GLUECKLICH
COUNTY OF COOV) ss Notary Ptulic, State of Illinois My Commission Figures 01/14/00
On this day of, 19, before me, the undersigned Notary Futilic, personally appeared Mia Halliday, Trust Officer; and Julie Wickman, Trust Administrator of Midwest Trust Services, Inc., and known to me to be authorized agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation. Residing at
Notary Public in and for the State of LUINOLS
My commission expires

UN CONTINUED SOUTH CASE P 39056921

LENDER ACKNOWLEDGMENT

STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF Sheila R. Virruso Sheila R. Virruso Notary Public, State of Illinois My Commission Expires Dec. 16, 1998 My Commission Expires Dec. 16, 1998 My Commission Expires Dec. 16, 1998 and known to me to be the SST STATE OF STA
Notary Public in and for the State of
My commission expires 12-16-98
ASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. \$20 (c) 1998 CFI ProServices, Inc. All rights reserved. IL-G201 RAIMOND2.LN

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THIS RIDER IS ATTACHED TO AND MADE PART OF CERTAIN MODIFICATION

OF MORIGAGE DATED 8.1.98 AND EXECUTED BY MIDWEST TRUST

SERVICES, INC., SUCCESSOR TRUSTEE TO MIDWEST BANK AND TRUST

COMPANY, UNDER TRUST AGREEMENT # 93.6521:

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, and undertakings and agreements herein made on the part of the trustee are made and intended not as personal warranties, indemnities, representations, covenants, urcertakings and agreements of Midwest Trust Services, Inc. as Successor Trustee to Midwest Bank & Trust Company, but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said Midwest Trust Services, Inc., as Successor Trustee to Midwest Lank and Trust Company, not in its' own right, but as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against Midwest Trust Services, Inc., as Successor Trustee to Midwest Bank and Trust Company on account of any warranties, indemnities, representations, covenants, undertaking or agreement therein contained, whether expressed or implied, all such personal liability, if any, being expressly valved and released by the parties hereto nd u. and by all persons claiming by, through and under them.

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[.] COOK COUNTY RECORDER