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1999-03-18 12:32:31 Cook County Recorder

RECORDATION REQUESTED BY:

PALOS **BANK** AND TRUST COMPANY 12600 SOUTH HARLEM AVENUE

PALOS HEIGHTS, IL 60463

COOK COUNTY **RECORDER**

BRIDGEVIEW OFFICE

WHEN RECORDED MAIL TO:

PALOS TRUST COMPANY 12600 SOUTH HARLEM AVENUE PALOS HEIGHTS, IL 60463

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

PALOS BANK AND TRUST COMPANY 12600 S. HARLEM AVE.

PALOS HEIGHTS, IL 60463

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED FEDRUARY 8, 1999, BETWEEN PALOS BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST #1-3400 AND TRUST 1-3401, DATED FEBRUARY 1, 1993 (referred to below as "Grantor"), whose address is 12600 S. HARLEWAVE., PALOS HEIGHTS, IL 60463; and PALOS BANK AND TRUST COMPANY (referred to below as "Lender"), whose address is 12600 SOUTH HARLEM AVENUE, PALOS HEIGHTS, IL 60463.

MORTGAGE. Grantor and Lender have entered into a mortgage dated February 8, 1993 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED FEBRUARY 22, 1993 IN COOK COUNTY, ILLINOIS AS DECUMENT NUMBER 93135190

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

PARCEL 1: LOT 21 IN BLOCK 2 (EXCEPT THE WEST 230 FEET OF THE NORTH 195 FEET THEREOF) IN ARTHUR T. MC INTOSH AND COMPANY'S SOUTHTOWN FARMS UNIT NOMBER 2, BEING A SUBDIVISION IN FRACTIONAL SECTIONS 27 AND 28, NORTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 10, 11, 12, 13, 14 AND 15 IN BLOCK 13 IN THE RESUBDIVISION OF LOTS 10 TO 15, INCLUSIVE, IN EACH OF BLOCKS 13, 14, 15 AND 16 IN OVIATT'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, 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 4849 W. 167TH STREET, PALOS PARK AS TO PARCEL 1: 2736-2766 W. 111TH STREET, CHICAGO AS TO PARCEL 2., PALOS PARK, IL 60464. The Real Property tax identification number is 28-28-202-057 AS TO PARCEL 1; 24-13-424-019, 24-13-424-020, 24-13-424-021 AS TO PARCEL 2.

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

TO CHANGE THE INTEREST RATE TO 7.5% AND EXTEND THE MATURITY DATE TO FEBRUARY 8, 2004.

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

MODIFICATION ON MORTGAGE PROPERTY 265610 Page 2 Prage 2 (Continued)

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 observed 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. 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:

PALOS BANK	AND	TRUST	COMPANY	AS	TRUSTEE	UNDER	TRUST	#1-3400	AND	TRUST	1-3401,	DATED
FERRIIARY 1	140	and no	t nerconal	117								

TRUST OFFICER

AT, EST T.O.

This document is made by PALOS BANK AND TRUST COMPANY, as Trustee and is accepted upon the express understanding that PALOS BANK AND TRUST COMPANY enters into same not personally, but only as Truster, and that, anything herein to the contrary notwithstanding, each and all of the representations, wattenties, covenunts, agreements and undertakings herein contained are intended not as the personal representations, warranties, covenacis or undertallings of PAIOS BANK AND TRUST COMPANY, or for the purpose of binding only that portion of the Trust Properly described herein, and that no personal liability is Of County Clark's Office assumed by, not shall be asserted against, PALOS BANK AND TRUST COMPANY because or on account of any representation, warranty, covenant, agreement or undertaking herein contained, all such liability, of any, being expressly waived and released.

LENDER:

PALOS BANK AND TRUST COMPANY

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02-08-1999 Loan No 70002766

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CORPORATE ACKNOWLEDGMENT

STATE OFIllinois)
) ss
COUNTY OF Cook)
On this <u>2nd</u> day of <u>March</u> , 19 <u>99</u> , before me, the undersigned Notary Public, personally appeared <u>Mary Kay Burke</u> , <u>Trust Officerand James J. Martin, Jr.,</u> , <u>TRUST OFFICER and ATTEST of PALOS BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST #1-3400 AND TRUST 1-3401, DATED FEBRUARY 1, 1993, and known to me to be authorized agents of the corporation that executed the Modification of Mchiqage 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 cash stated that they are authorized to execute this Modification and in fact executed the Modification on behalt of the corporation. By Residing at 12600 South Harlem Avenue Palos Heights, Illinois 60463 Notary Public in and for the State of Illinois</u>
My commission expires 05/06/00 OFFICIAL SEAL JULIE ANN WINISTORFER NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5-6-2000
LENDER ACKNOWLEDGMENT
STATE OF ## Candace, R. Warren Candace, R. Warren Notary Public. State of Illinois Cook County, Illinois My Commission Expires July 7, 2001 My Commission Expires July 7, 2001
On this grad day of FEB, 19 99, before me, the ordersigned Notary Public, personally appeared FEG61E DEUTSCH and known to me to be the PST. VICE PRES, 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 Nandace R. Warren Residing at Osland Fack Allinois
Notary Public in and for the State of Allerma
My commission expires

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