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2000-08-03 10:39:06
Cook County Recorder 27.50

RECORDATION REQUESTED BY:

Manufacturers Bank
3232 West Peterson
Chicago, IL 60659



WHEN RECORDED MAIL TO:

Manufacturers Bank
3232 West Peterson
Chicago, IL 60659



FOR RECORDER'S USE ONLY

REITLE SERVICES # R959053

This Modification of Mortgage prepared by: *Joy Park*
MF-PETERSON BANKING CENTER
3232 WEST PETERSON AVENUE
CHICAGO, ILLINOIS 60659

MODIFICATION OF MORTGAGE

OLD KENT BANK
AS SUCCESSOR TO

THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 1, 2000, BETWEEN Grand Premier Trust and Investment, Inc., NA as successor in interest to First National Bank of Niles, under Trust Agreement dated October 9, 1990, and known as Trust No. 599, as Trustee (referred to below as "Grantor"), whose address is 101 West Stevenson, Freeport, IL 61032; and Manufacturers Bank (referred to below as "Lender"), whose address is 3232 West Peterson, Chicago, IL 60659.

MORTGAGE. Grantor and Lender have entered into a mortgage dated December 10, 1990 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage and Assignment of Rents dated 12/10/90 and recorded 12/17/90 as document number 90612510 and 90612511, and modified by Modification Agreement dated 1/1/96 and recorded 1/17/96 as document number 96041513

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

LOT 20 IN BLOCK 3 IN RAVENSWOOD IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4735-37 North Damen Avenue, Chicago, IL 60625. The Real Property tax identification number is 14-18-200-009.

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

The original Note amount of \$190,000.00 is hereby reduced to \$125,910.73. The original Interest Rate of One Percent over Peterson Bank Reference Rate (9.500%) is hereby changed to Manufacturers Bank Reference Rate (8.500%). All other terms and provisions of the loan documents will remain in full force and effect.

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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01-01-2000

MODIFICATION OF MORTGAGE (Continued)

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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 TRUST NO. 599 AND DATED OCTOBER 9, 1990.

BORROWER: OLD KENT BANK
AS SUCCESSOR TO

Grand Premier Trust and Investment, Inc., NA as successor in interest to First National Bank of Niles, under Trust Agreement dated October 9, 1990, and known as Trust No. 599

By: _____
Its: Trust Officer/VP

Attached Exculpatory provision restricting any liability of Old Kent Bank, is hereby expressly made a part hereof.

By: Yvonne Wright
Its: Authorized Signer/VP

LENDER:

Manufacturers Bank

By: James O. Clark AVP
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) ss

COUNTY OF Stephenson)

On this 25th day of July, 20 00, before me, the undersigned Notary Public, personally appeared Its: Trust Officer/VP; and Its: Authorized Signer/VP of Grand Premier Trust and investment, Inc., NA as successor in interest to First National Bank of Niles, under Trust Agreement dated October 9, 1990, and known as Trust No. 599, 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.

By: Charlotte Jordan Residing at 101 W Stephenson Freepet, IL

Notary Public in and for the State of Illinois

My commission expires 6-7-04

CHARLOTTE JORDAN
Notary Public, Stephenson County, IL
My Commission Expires 06/07/2004

28206200

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) ss

COUNTY OF COOK)

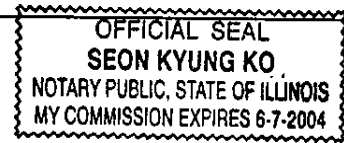
On this 24th day of JULY, 2000, before me, the undersigned Notary Public, personally appeared JOY PARK and known to me to be the Assistant Vice President authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act 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 [Signature]

Residing at _____

Notary Public in and for the State of _____

My commission expires _____



Property of Cook County Clerk's Office

**OLD KENT BANK
EXONERATION CLAUSE/EXCULPATION CLAUSE
ALL INSTRUMENTS/ALL DOCUMENTS**

This instrument/document is executed by the undersigned Land Trustee, Old Kent Bank, not personally, but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as Trustee. It is expressly understood and agreed that all of 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. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiaries of the Trust. 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/document, all such liability being expressly waived by every person now hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

Cook County Clerk's Office