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2000-09-13 10:24:43

Cook County Recorder 27.50

RECORDATION REQUESTED BY:

The Mid-City National Bank of Chicago  
c/o MidCity Financial Corp.  
7222 West Cermak Road  
North Riverside, IL 60546



00710584

WHEN RECORDED MAIL TO:

The Mid-City National Bank of Chicago  
c/o MidCity Financial Corp.  
7222 West Cermak Road  
North Riverside, IL 60546

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: John T. Sheahan  
7222 W. Cermak Road  
North Riverside, IL 60546

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 1, 2000, BETWEEN Chicago Title Land Trust Company, Not Personally, But as Successor Trustee to Chicago Title and Trust Company as Trustee Under Trust Agreements Dated January 2, 1980 and Known as Trust Numbers 1076576 and 1076578 (referred to below as "Grantor"), whose address is 171 North Clark Street, Chicago, IL 60601; and The Mid-City National Bank of Chicago (referred to below as "Lender"), whose address is 7222 West Cermak Road, North Riverside, IL 60546.

MORTGAGE. Grantor and Lender have entered into a mortgage dated July 8, 1998 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage in the original amount of \$3,500,000.00 payable to The Mid-City National Bank of Chicago, Recorded on 07/21/98 in Lake County, Illinois as Document No. 4171381

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

See Legal Description Attached, Covering Parcel A and Parcel B:

The Real Property or its address is commonly known as 6421-25 N. Hamlin Avenue (Parcel A) and 3775 W. Arthur (Parcel B), Lincolnwood, IL 60712. The Real Property tax identification number is See Various PIN #'s Attached.

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

Principal and Interest payment reduced to \$12,000.00 per month, beginning 09/01/2000.

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 endorser 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

Handwritten initials: S-y, P-5, M-N

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:

Chicago Title Land Trust Company, Not Personally, But as Successor Trustee to Chicago Title and Trust Company as Trustee Under Trust Agreements Dated January 2, 1980 and Known as Trust Numbers 1076576 and 1076578

SEE ATTACHED EXCULPATORY  
CLAUSE FOR SIGNATURE

By: Assistant Vice President, Authorized Signer

By: Assistant Secretary, Authorized Signer

LENDER:

The Mid-City National Bank of Chicago

By: *John T. [Signature]*  
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared Assistant Vice-President and Assistant Secretary, of Chicago Title Land Trust Company, Not Personally, But as Successor Trustee to Chicago Title and Trust Company as Trustee Under Trust Agreements Dated January 2, 1980 and Known as Trust Numbers 1076576 and 1076578, 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 \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST #1076576 AND 1076578 ATTACHED TO AND MADE A PART OF THE MODIFICATION OF MORTGAGE DATED AUGUST 1, 2000, TO THE MID-CITY NATIONAL BANK OF CHICAGO.

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: AUGUST 17, 2000

CHICAGO TITLE LAND TRUST COMPANY, as Trustee Under Trust No. 1076576 AND 1076578

By: Sheila Davenport  
Assistant Vice President

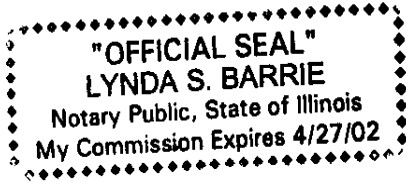
Attest:  
By: Judith Meyers  
Assistant Secretary



State of Illinois  
County of Cook SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President and Assistant Secretary of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this AUGUST 17, 2000



Lyndia S. Barrie  
NOTARY PUBLIC

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LENDER ACKNOWLEDGMENT

STATE OF Illinois )

) ss

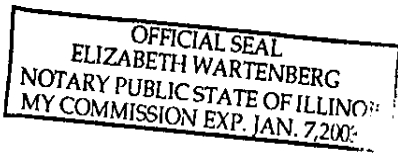
COUNTY OF Cook )

On this 18th day of August, 20 00, before me, the undersigned Notary Public, personally appeared John T. Sheahan and known to me to be the \_\_\_\_\_, 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 Elizabeth Wartenberg Residing at North Riverside, IL

Notary Public in and for the State of Illinois

My commission expires 01/07/03



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## LEGAL DESCRIPTIONS

PARCEL A: (Chicago Title Land Trust Company, Successor Trustee to Chicago Title and Trust Company As Trustee U/T/A Dated 1/2/80 and Known as Trust Number 1076576)

Lots 24 to 30 both inclusive, in Lincoln Devon Subdivision of Lot 11 in John Proesel Estate Partition, being a subdivision of the South half of the Southwest quarter of Section 35, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known as 6421-25 N. Hamlin Avenue Lincolnwood, Il 60645

Permanent Index Number's: 10-35-329-007; 10-35-329-008; 10-35-329-009; 10-35-329-010; 10-35-329-011; 10-35-329-012; and 10-35-329-013.

PARCEL B: (Chicago Title Land Trust Company, Successor Trustee to Chicago Title and Trust Company As Trustee U/T/A Dated 1/2/80 and Known as Trust Number 1076578)

Lots 35 and 36 in Lincoln Devon Subdivision of Block 11 in John Proesel Estate Partition, being a subdivision of the South half of the Southwest quarter of Section 35, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known as 3775 W. Arthur Lincolnwood, Il 60645

Permanent Index Number's: 10-35-329-001 and 10-35-329-002.