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2000-02-03 11:18:37
Cook County Recorder 27.50

WHEN RECORDED MAIL TO:

LaSalle Bank, F.S.B.
8303 W. Higgins Road - Suite 500
Chicago, IL 60631-2983



FOR RECORDER'S USE ONLY

5139135801E

This Modification of Mortgage prepared by: **Debora Thompson Vergara**
8303 W HIGGINS, SUITE 500
CHICAGO IL 60631

MODIFICATION OF MORTGAGE CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 26, 1999, BETWEEN Chicago Title and Trust Company of Chicago u/n 1099151 dated 02-17-94, as Trustee, (referred to below as "Grantor"), whose address is 171 N. Clark Street, Chicago, IL 60601; and LaSalle Bank, F.S.B. (referred to below as "Lender"), whose address is 8303 W. Higgins Road - Suite 500, Chicago, IL 60631-2983.

MORTGAGE. Grantor and Lender have entered into a mortgage dated April 21, 1994 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

Recorded 04-28-94 as document number 94-381243, made by Chicago Title and Trust Company, as Trustee, u/n 1099151, to LaSalle Bank FSB in the original amount of \$82,000.00.

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

THE WEST 4.47 FEET OF THE NORTH 24.75 FEET OF LOT 10 AND THE WEST 1.45 FEET OF LOT 10 (EXCEPT THE NORTH 24.75 FEET) AND ALL OF LOT 11 IN BLOCK 1 IN F.F. JACOBS SUBDIVISION OF BLOCK 10 IN STANE AND WHITENY'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6 AND THE NORTH 1/2 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1725 W. 47th Street, Chicago, IL 60623. The Real Property tax identification number is 20-07-205-001.

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

"To modify any and all references in the mortgage to the Note such that any and all references after the date hereof are deemed to refer to the note as identified by that certain Change in Terms Agreement of even date herewith".

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 endorers 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

CORPORATE ACKNOWLEDGMENT

STATE OF _____)

00087247

) ss

COUNTY OF _____)

On this _____ day of _____, 19 ____, before me, the undersigned Notary Public, personally appeared Landtrust Officer and Eloy Vergara of Chicago Title and Trust Company of Chicago u/t/n 1099151 dated 02-17-94, 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 _____

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)

) ss

COUNTY OF Cook)

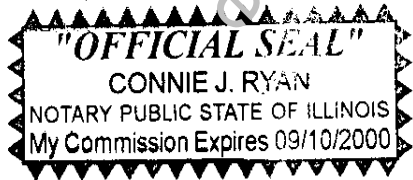
Jacqueline Lammersfeld

On this 26th day of October, 19 99, before me, the undersigned Notary Public, personally appeared Connie J. Ryan 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 Connie J. Ryan Residing at 830361 Haggan Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 9/10/2000



UNOFFICIAL COPY

EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST #1099151 ATTACHED TO AND MADE A PART OF THE MODIFICATION OF MORTGAGE DATED OCTOBER 26, 1999, TO LA SALLE BANK.

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: DECEMBER 13, 1999

CHICAGO TITLE LAND TRUST COMPANY, as Trustee
Under Trust No. 1099151

By: Sheila Duester
Assistant Vice President

Attest:
By: Marilyn Estroff
Assistant Secretary

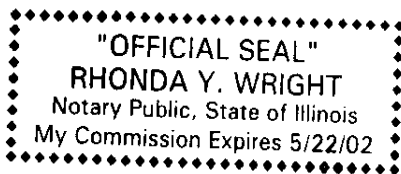


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State of Illinois
County of Cook SS.

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 DECEMBER 13, 1999



Rhonda Y. Wright
NOTARY PUBLIC