

9095/0096 89 001 Page 1 of 5
2001-02-08 14:38:10
Cook County Recorder 29.50

RECORDATION REQUESTED BY:

PlainsBank of Illinois, N.A.
678 Lee Street
Des Plaines, IL 60016-0408



WHEN RECORDED MAIL TO:

PlainsBank of Illinois, N.A.
678 Lee Street
Des Plaines, IL 60016-0408



0010108830

SEND TAX NOTICES TO:

PlainsBank of Illinois, N.A.
678 Lee Street
Des Plaines, IL 60016-0408

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: PLAINSBANK OF ILLINOIS, N.A.
678 LEE STREET
DES PLAINES, IL 60016

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 1, 2000, BETWEEN LASALLE BANK N.A. SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK N.A. AS TRUSTEE UNDER TRUST AGREEMENT DATED 10/24/94 AND KNOWN AS TRUST NUMBER 23352335, as Trustee, (referred to below as "Grantor"), whose address is 135 S LASALLE, CHICAGO, IL 60603; and PlainsBank of Illinois, N.A. (referred to below as "Lender"), whose address is 678 Lee Street, Des Plaines, IL 60016-0408.

MORTGAGE. Grantor and Lender have entered into a mortgage dated November 24, 1995 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED ON 01-25-96 IN COOK COUNTY, ILLINOIS AS DOCUMENT #96067465

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 HERETO AND MADE APART HEREOF AS EXHIBIT "A"

The Real Property or its address is commonly known as 1605 E. CENTRAL RD. #221C, ARLINGTON HEIGHTS, IL 60005.

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

EXTEND MATURITY DATE TO DECEMBER 1, 2005

INCREASE RATE FROM 7.75% TO 8.25%.

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.

See
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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 NUMBER 23352335 AND DATED OCTOBER 24, 1994.

BORROWER:

LASALLE BANK N.A. SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK N.A. AS TRUSTEE UNDER TRUST AGREEMENT DATED 10/24/94 AND KNOWN AS TRUST NUMBER 23352335

By: [Signature]
TRUST OFFICER

Trustee's Exoneration Rider attached hereto and made a part hereof.

LENDER:

PlainsBank of Illinois, N.A.

By: [Signature]
Authorized Officer

CORPORATE ACKNOWLEDGMENT

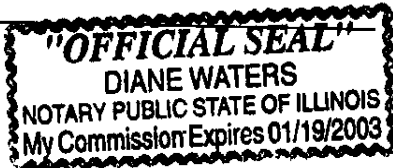
STATE OF Illinois)
) ss
COUNTY OF Cook)

On this 16th day of January, 20 01, before me, the undersigned Notary Public, personally appeared TRUST OFFICER of LASALLE BANK N.A. SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK N.A. AS TRUSTEE UNDER TRUST AGREEMENT DATED 10/24/94 AND KNOWN AS TRUST NUMBER 23352335, and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature] Residing at _____

Notary Public in and for the State of IL

My commission expires _____



UNOFFICIAL COPY

Property of Cook County Clerk's Office

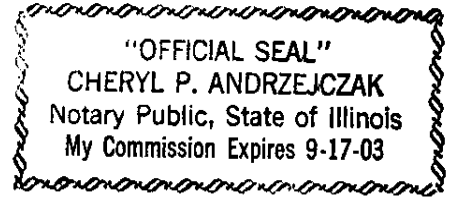
COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: (773) 399-3000 FAX: (773) 399-3001
WWW.COOKCOUNTYCLERK.COM

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE
(Continued)

12-01-2000

LENDER ACKNOWLEDGMENT



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 1st day of DEC, 2000, before me, the undersigned Notary Public, personally appeared Donald G. Robert 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 Cheryl P. Andrzejczak Residing at 670 W St, Des Plaines, IL 60016

Notary Public in and for the State of ILLINOIS

My commission expires 9-17-03

Cook County Clerk's Office

RIDER ATTACHED TO AND MADE A PART OF
MODIFICATION OF MORTGAGE

DATED December 1, 2000 UNDER TRUST NO. 23352335

This instrument is executed by LaSalle Bank National Association, not personally but as Trustee under Trust No. 23352335, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All of the terms, provisions, stipulations, covenants and conditions to be performed by LaSalle Bank National Association, are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against LaSalle Bank National Association, by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LaSalle Bank National Association, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LaSalle Bank National Association, personally or as said Trustee to sequester the rents, issues, and profits arising from the property in said trust estate, or the proceeds arising from the sale or other disposition thereof; but so far as said Trustee and its successors and said LaSalle Bank National Association, personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefor and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

In the event of any conflict between the provisions of the exculpatory Rider and the provisions of the document to which it is attached, the provisions of this Rider shall govern.

LASALLE BANK NATIONAL ASSOCIATION
as Trustee under Trust No. 23352335
and not individually

By: Annette N. Brusca
Annette N. Brusca, Vice President

EXHIBIT "A"

#08-10-201-024-1389

BUILDING 4, UNIT 221C TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN DANA POINT CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 24618528, IN SECTIONS 10 AND 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office