

UNOFFICIAL COPY

0010469027

2597/0195 05 001 Page 1 of 5
2001-06-04 11:59:45

Cook County Recorder 29.50



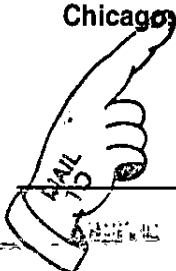
00000000

RECORDATION REQUESTED BY:

Manufacturers Bank
Commercial - South Region
16255 S. Harlem Avenue
Tinley Park, IL 60477

WHEN RECORDED MAIL TO:

Manufacturers Bank
Loan Documentation
1200 N. Ashland Avenue
Chicago, IL 60622



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Manufacturers Bank
1200 North Ashland Avenue
Chicago, IL 60622

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 7, 2001, is made and executed between Chicago Title Land Trust Company, not personally but as Trustee on behalf of Chicago Title Land Trust Company, Trust No. 42927 dated 1/9/1961, whose address is 171 N. Clark Street Chicago, IL 60601 (referred to below as "Grantor") and Manufacturers Bank, whose address is Commercial - South Region, 16255 S. Harlem Avenue, Tinley Park, IL 60477 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 7, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded on January 14, 2000 as Document Nos. 00036024 and 00036025, respectively further modified by a Modification of Mortgage dated January 7, 2001 and recorded March 23, 2001 as Document No. 0010233636

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

See Attached Exhibit "A" for legal description, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 439 Burnham Avenue and 449, 451 and 452 Burnham Avenue, Calumet City, IL 60409. The Real Property tax identification number is 30-08-108-007 and 008 and 009 and 30-108-012-013 and 014.

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

The maturity date has been extended to July 7, 2001. All other terms and provisions of the Loan Documents 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 and are legally valid, binding, and enforceable in accordance with their respective terms. 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

3-7
P5
5-
M-9
JHK

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Page 2

10469027

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 7, 2001.

GRANTOR:

ATTACHED EXONERATION RIDER IS INCORPORATED HEREIN

CHICAGO TITLE LAND TRUST COMPANY, TRUST NO. 42927 DATED 1/9/1961

CHICAGO TITLE LAND TRUST COMPANY, Trustee of Chicago Title Land Trust Company, Trust No. 42927 dated 1/9/1961 AND NOT PERSONALLY

By: Susan Bisher
Its: VP/Trust Officer of Chicago Title Land Trust Company

By: Sheila Duvort
Its: Authorized Signer of Chicago Title Land Trust Company



LENDER:

X Kenneth A. Engemann
Authorized Signer
Kenneth A. Engemann, Vice President

**EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY,
AS TRUSTEE**

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.

County Clerk's Office

79000200

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

10469027

Page 3

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 11th day of April, 2001 before me, the undersigned Notary Public, personally appeared **Its: VP/Trust Officer of Chicago Title Land Trust Company and Its: Authorized Signer of Chicago Title Land Trust Company**, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By Tony Bennett Residing at Ill. Chicago

Notary Public in and for the State of Ill

My commission expires 2/10/02



Public of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook)

) SS

10469027

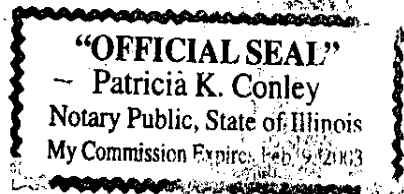
On this 7th day of April, 2001 before me, the undersigned Notary Public, personally appeared Frank J. Egnarek and known to me to be the President authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed 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 Patricia K. Conley

Residing at Windy Park Dr.

Notary Public in and for the State of Illinois

My commission expires 2/9/2003



Cook County Clerk's Office