

UNOFFICIAL COPY

PREPARED BY AND AFTER
RECORDING RETURN TO:

LaSalle Bank National Association
4747 W. Irving Park Road
Chicago, Illinois 60641
Attn: Rob Schultz C74.00

0010746656

6963/0117 52 001 Page 1 of 5
2001-08-14 14:12:49
Cook County Recorder 29.50



PERMANENT INDEX NUMBER:

13-03-109-017

PROPERTY ADDRESS:

6225-71 Cicero Avenue
Chicago, Illinois 60629

SECOND MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

This Agreement entered into as of May 15, 2001 by and between LASALLE BANK NATIONAL ASSOCIATION (as successor trustee of LaSalle National Trust, N.A.), a national banking association, not personally but solely as trustee under trust agreement dated October 11, 1967 and known as Trust No. 2622400 (the "Mortgagor"), and LASALLE BANK NATIONAL ASSOCIATION, formerly known as LaSalle Northwest National Bank, a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois 60603.

RECITALS:

A. Mortgagor executed a Mortgage (the "Mortgage") dated April 18, 1991 and recorded on May 9, 1991 as Document No. 91220371 in the Office of the Cook County Recorder of Deeds (the "Recorder's Office"), as modified by a Modification to Mortgage and Adjustable Rate Note dated June 17, 1993 and recorded in the Recorder's Office on July 27, 1993 as Document No. 93584394 and encumbering certain property commonly known as 6225-71 Cicero Avenue, Chicago, Illinois and as more particularly described in Exhibit A attached hereto (the "Premises").

B. Mortgagor executed an Assignment of Rents and Leases (the "Assignment") dated April 18, 1991 and recorded on May 9, 1991 as Document No. 91220372 in the Recorder's Office, as modified, and relating to the Premises.

4-9
P-5
5-
M-7
91K

UNOFFICIAL COPY

Property of Cook County Clerk's Office

C. The Mortgage and Assignment secure that certain Adjustable Rate Note dated April 18, 1991 in the original principal amount of One Million Two Hundred Thousand Dollars (\$1,200,000), as modified by the modification agreement set forth in Section A above and by a Modification Note of even date hereof in the principal amount of One Million Sixty Thousand Dollars (\$1,060,000) (collectively, which such note, together with any and all extensions, renewals and modifications thereof and substitutions therefor, is referred to herein as the "Note").

D. The Note bears interest prior to maturity or the occurrence of a Default at the rate of seven and one-quarter of one percent (7.25%) and following maturity or the occurrence of a Default at the rate of nine and one-quarter of one percent (9.25%).

E. Mortgagor desires hereby to amend the Mortgage and the Assignment to reflect the amendment of the Note increasing the amount of the indebtedness, extending the maturity date and changing certain payment obligations thereunder.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Note Secured. (a) The term "Note", as defined in each of the Mortgage and Assignment, is hereby amended to be the Note as defined herein.

(b) Mortgagor expressly agrees that the Mortgage and Assignment secure the Note, any and all extensions, renewals and modifications thereof and substitutions therefor, and any other sums, liabilities or indebtedness as set forth in the Mortgage or the Assignment.

2. Continuing Effect. All the terms of the Mortgage and Assignment are hereby incorporated by reference herein, and the Mortgage and Assignment, except as hereby modified, shall remain in full force and effect in all respects. Mortgagor, by execution of this Agreement, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and Assignment.

3. Exculpation. This Second Modification of Mortgage and Assignment of Rents and Leases is executed by LASALLE BANK NATIONAL ASSOCIATION (the "Trustee"), not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and the Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on the Trustee personally hereunder, or to perform any covenant either express or implied herein contained, all such liability, of any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and the Trustee personally are concerned, the legal holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the premises secured by the Mortgage for the payment thereof, by the enforcement of the lien created thereby, in the manner herein and in the Note provided or by action to enforce the

personal liability of any other maker of the Note, any guarantor or other obligor of the indebtedness secured hereby.

IN WITNESS WHEREOF, this Agreement has been duly executed the day and year first above written.

ATTEST:

LASALLE BANK NATIONAL ASSOCIATION, as trustee as aforesaid **and not personally**

Attestation not required by
By: Lasalle Bank National Association
Its: Bylaws

By: [Signature]
Its: TRUST ADMINISTRATOR

LASALLE BANK NATIONAL ASSOCIATION

By: [Signature]
Its: [Signature]

26152241

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

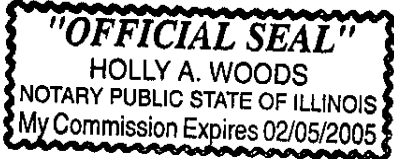
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas Popovics of LASALLE BANK NATIONAL ASSOCIATION (as successor trustee to LaSalle National Trust, N.A.) and _____ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such TRUST ADMINISTRATOR and _____, 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 Bank, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of June, 2001.

[Signature]
Notary Public

My Commission Expires: 2/5/05



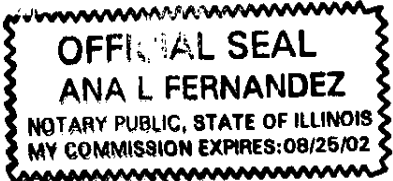
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Rick Feller of LASALLE BANK NATIONAL ASSOCIATION, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18 day of June, 2001.

[Signature]
Notary Public

My Commission Expires: 8-25-02



UNOFFICIAL COPY

Property of Cook County Clerk's Office

Exhibit A

Legal Description

That part of Lots 7 and 12 in Ogden and Jones' Subdivision of Bronson's Part of Caldwell's Reserve in Township 40 North, Range 13, East of the Third Principal Meridian, lying East of the East Line of North Cicero Avenue and West of a Line 170 Feet East of and Parallel to the Center Line of North Cicero Avenue and North of a Line drawn at Right Angles to the East Line of said North Cicero Avenue from a point on the East Line of Said North Cicero Avenue 251 Feet North of the Intersection of the East Line of said North Cicero Avenue, with the North Line of North Hiawatha Avenue, in Cook County, Illinois.

Commonly known as: 6225-71 Cicero Avenue
Chicago, Illinois

PIN: 13-03-109-017

26152241

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office