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3/9/01 27 001 Page 1 of 4  
2000-02-14 14:51:10  
Cook County Recorder 27.50



RECORDATION REQUESTED BY:

Manufacturers Bank  
3232 West Peterson  
Chicago, IL 60659

WHEN RECORDED MAIL TO:

*Cheryl L Fisher*

Manufacturers Bank  
3232 West Peterson  
Chicago, IL 60659



FOR RECORDER'S USE ONLY

REI TITLE SERVICES # 12817185

This Modification of Mortgage prepared by:

MFB-PETERSON BANKING CENTER  
3232 WEST PETERSON AVENUE  
CHICAGO, ILLINOIS 60659

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 1, 2000, BETWEEN Chicago Title Land Trust Company, successor to Chicago Trust Company, successor to Chicago Title and Trust Company, A/T/U/T Dtd 9/1/77 and known as Trust No. 1070674, as Trustee, (referred to below as "Grantor"), whose address is 171 North Clark Street, Chicago, IL 60601; and Manufacturers Bank (referred to below as "Lender"), whose address is 3232 West Peterson, Chicago, IL 60659.

MORTGAGE. Grantor and Lender have entered into a mortgage dated January 29, 1998 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage and Assignment of Rents dated January 29, 1998 and recorded February 13, 1998 respectively as document numbers 98119081 and 98119082; further modified by a Modification of Mortgage dated February 1, 1999 and recorded February 16, 1999 as document #99151776

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

Lots 2 and 3 in Millin's Subdivision, being a Subdivision of part of the Southeast 1/4 of Section 15, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 217-49 Colfax Avenue, Palatine, IL 60067. The Real Property tax identification number is 02-15-400-040-0000 & 02-15-400-041-0000.

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

The original maturity date of February 1, 2000 is hereby extended to February 1, 2001. The principal amount of \$225,000.00 is hereby increased to \$250,000.00. 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. 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.

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MODIFICATION OF MORTGAGE

Page 2

(Continued)

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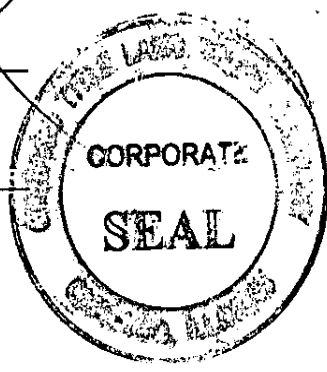
EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS TRUST NO. 1070674 AND DATED SEPTEMBER 1, 1977.

BORROWER:

Chicago Title Land Trust Company, successor to Chicago Trust Company, successor to Chicago Title and Trust Company, A/T/U/T Dtd 9/1/77 and known as Trust No. 1070674

By: [Signature]  
Its: ~~Vice President/Trust Officer~~ ASST VP

By: [Signature]  
Its: Authorized Signer ASST SEC



LENDER:

Manufacturers Bank

ATTACHED EXONERATION RIDER IS INCORPORATED HEREIN

By: [Signature]  
Authorized Officer VP

## CORPORATE ACKNOWLEDGMENT

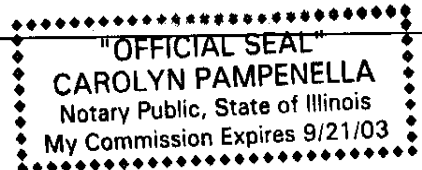
STATE OF IL

COUNTY OF COOK ) ss

On this 2<sup>ND</sup> day of Feb, 2000, before me, the undersigned Notary Public, personally appeared Its: ~~Vice President/Trust Officer~~; and Its: Authorized Signer of Chicago Title Land Trust Company, successor to Chicago Trust Company, successor to Chicago Title and Trust Company, A/T/U/T Dtd 9/1/77 and known as Trust No. 1070674, 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 [Signature] Residing at \_\_\_\_\_  
Notary Public in and for the State of IL

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



LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )

COUNTY OF COOK ) ss

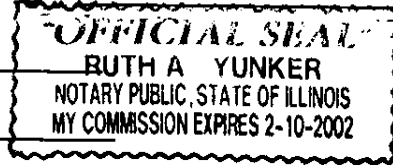
On this 4th day of Feb., 20 00, before me, the undersigned Notary Public, personally appeared REBECCA JOHNSON and known to me to be the VICE PRESIDENT, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and 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 [Signature]

Residing at \_\_\_\_\_

Notary Public in and for the State of IL

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



Property of Cook County Clerk's Office

**UNOFFICIAL COPY****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.

Cook County Clerk's Office