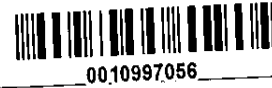


This instrument prepared /  
by and after recording /  
return to:  
~~Darryl Simmons~~ *Ram Hoffmaster*  
American National Bank /  
120 South LaSalle Street /  
Chicago, IL 60603 /



*Call*  
*A 88188456F1*

**MODIFICATION AGREEMENT  
(Mortgage)**

*7 JW*

This Modification Agreement is effective as of this 15th day of August, 2001, between LaSalle Bank National Association, successor trustee to American National Bank and Trust Company of Chicago, not personally, but as Trustee under a Trust Agreement dated February 23, 1998 and known as Trust Number 123870-07 (hereinafter referred to as "Mortgagor") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter referred to as "Mortgagee").

**WITNESSETH**

WHEREAS, on May 18, 1998, Mortgagor executed in favor of Mortgagee, a Mortgage (the "Mortgage") subsequently recorded on June 16, 1998 in Cook County, Illinois as Document Number 98506246, concerning real estate, legally described in Exhibit "A" attached hereto and incorporated herein. The Mortgage was given by Mortgagor to secure payment to Mortgagee of a note dated May 18, 1998 in the principal sum of THREE HUNDRED TWENTY-TWO THOUSAND THREE HUNDRED FORTY-NINE AND 60/100 DOLLARS (\$322,349.60) (the "Original Note") executed by LaSalle Bank National Association, successor trustee to American National Bank and Trust Company of Chicago, not personally, but as Trustee under a Trust Agreement dated February 23, 1998 and known as Trust Number 123870-07; and

WHEREAS, Mortgagor has executed a new note dated as of August 15, 2001 in the principal sum of THREE HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-TWO AND 55/100 DOLLARS (\$348,762.55). This note which replaces and restates the Original Note is/are collectively referred to hereinafter as the "Note", with such other amendments, modifications, extensions, renewals or replacements thereof; and

WHEREAS, the parties hereto have agreed upon a modification of the terms and conditions of the Mortgage as herein set forth; and

**BOX 333-CT1**

*MWF 1*

# UNOFFICIAL COPY

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually agree to modify the Mortgage as follows:

1. The principal amount of the Mortgage is hereby amended to \$348,762.55.
2. The Mortgage securing the Note is a valid and subsisting lien on the premises described in the Mortgage.
3. All terms used herein and not otherwise defined shall have the respective meanings set forth in the Note and Mortgage.
4. This Modification shall be incorporated into and made a part of the Mortgage and Note, as amended, and all other related loan documents executed by Mortgagor.
5. Mortgagor hereby agrees to execute and deliver, or cause to be executed and delivered, to Mortgagee such additional documentation as Mortgagee shall require in order to evidence or effectuate the transactions contemplated hereby or in order to update information and undertakings heretofore given to Mortgagee by or on behalf of Mortgagor.
6. This Modification shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.
7. This Modification shall inure to the benefit of Mortgagee's successors and assigns, and shall be binding upon the successors and assigns of Mortgagor.

**This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.**

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Modification Agreement as of the date first written above.

# UNOFFICIAL COPY

EXHIBIT "A"  
TO  
MODIFICATION AGREEMENT  
DATED AUGUST 15, 2001

LEGAL DESCRIPTION: SEE ATTACHED EXHIBIT

COMMONLY KNOWN AS: 811 SOUTH LYTLE STREET, UNIT 206 AND UNIT 511,  
CHICAGO, ILLINOIS 60607

PIN NUMBER(S): 17-17-314-005 AND 17-17-314-006

Property of Cook County Clerk's Office

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# UNOFFICIAL COPY

## "MORTGAGEE"

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

BY: [Signature]

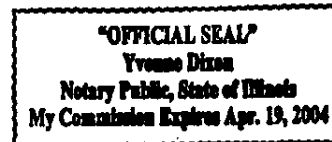
ITS: Relationship Manager

STATE OF ILLINOIS )  
 )SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_, as \_\_\_\_\_ of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, appeared before me this day in person and acknowledged that as such \_\_\_\_\_ that he/she signed and delivered the said instrument as \_\_\_\_\_ of said Corporation pursuant to authority given by the Board of Directors of said Corporation as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27 day of September 2001.

[Signature]  
Notary Public



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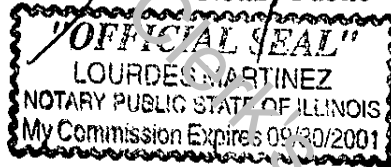
LaSalle Bank National Association, successor trustee to American National Bank and Trust Company of Chicago, not personally, but as Trustee under a Trust Agreement dated February 23, 1998 and known as Trust Number 123870-07.

BY: Spring Alexander  
SPRING ALEXANDER  
ITS: TRUST OFFICER

STATE OF ILLINOIS )  
) SS.  
COUNTY OF Cook )

This instrument was acknowledged before me on 9/21/2001 (date) by \_\_\_\_\_  
SPRING ALEXANDER (name of person) as TRUST OFFICER (type of authority) of  
\_\_\_\_\_ (name of party on behalf of whom instrument was executed).

Lourdes Martinez  
Notary Public



10997056

# UNOFFICIAL COPY

EXHIBIT "A"  
TO  
MORTGAGE  
DATED MAY 18, 1998

## PARCEL 1 DESCRIPTION:

UNITS 206 AND B-6 IN COLUMBUS ON THE PARK CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND THE VACATED 20.0 FOOT ALLEY IN BLOCK 8 IN VERNON PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCKS 38, 39, 44 AND 45 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO VACATED POLK STREET AND THE PARK (EXCEPT THE NORTH 49.25 FEET THEREOF) LYING NORTH OF AFORESAID BLOCK 8 TOGETHER WITH THE EAST 10.0 FEET OF LYTLE STREET LYING WEST OF AND ADJOINING BOTH AFORESAID VACATED POLK STREET AND THE PARK AND AFORESAID LOTS 5, 6, 7 AND 8 IN SAID BLOCK 8 AS THE SAME WAS VACATED BY ORDINANCE DATED FEBRUARY 7, 1961 AND RECORDED IN THE OFFICE OF RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, MARCH 24, 1961, AS DOCUMENT NO. 18117805, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR COLUMBUS ON THE PARK CONDOMINIUM RECORDED ON JANUARY 9, 1998 AS DOCUMENT NUMBER 98-025739, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

COMMONLY KNOWN AS: 811 South Lytle Street, Chicago, Illinois 60607

PIN NUMBER(S): 17-17-314-005 AND 17-17-314-006

## PARCEL 2 DESCRIPTION:

UNITS 511 AND B-25 IN COLUMBUS ON THE PARK CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND THE VACATED 20.0 FOOT ALLEY IN BLOCK 8 IN VERNON PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCKS 38, 39, 44 AND 45 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST ½ OF THE WEST ½

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# UNOFFICIAL COPY

OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO VACATED POLK STREET AND THE PARK (EXCEPT THE NORTH 48.25 FEET THEREOF) LYING NORTH OF AFORESAID BLOCK 8 TOGETHER WITH THE EAST 10.0 FEET OF LYTLE STREET LYING WEST OF AND ADJOINING BOTH AFORESAID VACATED POLK STREET AND THE PARK AND AFORESAID LOTS 5, 6, 7 AND 8 IN SAID BLOCK 8 AS THE SAME WAS VACATED BY ORDINANCE DATED FEBRUARY 1, 1961 AND RECORDED IN THE OFFICE OF RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, MARCH 24, 1961, AS DOCUMENT NO. 18117805, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR COLUMBUS ON THE PARK CONDOMINIUM RECORDED ON JANUARY 9, 1998 AS DOCUMENT NUMBER 98-025739, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

COMMONLY KNOWN AS 811 South Lytle Street, Chicago, Illinois 60607

PIN NUMBER(S): 17-17-314-005 AND 17-17-314-006

Property of Cook County Clerk's Office

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