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2001-09-28 16:56:33

Cook County Recorder 33.50



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This instrument was prepared by Loan Operations, Lakeside Bank, 1112 South Wabash Avenue, Chicago, Illinois 60605

When recorded return to Loan Operations, Lakeside Bank, 1112 South Wabash Avenue, Chicago, Illinois 60605

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is September 20, 2001. The parties and their addresses are:

CHICAGO TITLE LAND TRUST COMPANY

MORTGAGOR: AS SUCCESSOR TRUSTEE TO
CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED
NOVEMBER 30, 1987 AND KNOWN AS TRUST NO. 1090760
an Illinois Trust
171 North Clark Street
Chicago, Illinois 60601

*LASALLE NATIONAL TRUST, N.A., AS TRUSTEE, UNDER TRUST AGREEMENT DATED MAY 1, 1984
AND KNOWN AS TRUST NO. 108066 and not personally
an Illinois Trust
~~4747 West Irving Avenue~~ 135 South LaSalle Street
Chicago, Illinois ~~60644~~ 60603

LENDER:

LAKESIDE BANK
Organized and existing under the laws of Illinois
55 W. WACKER DRIVE
CHICAGO, Illinois 60601

1. BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated May 26, 1992 and recorded on June 17, 1992. The Security Instrument was recorded in the records of Cook County, Illinois at the Cook County Recorder of Deeds as Document Number 92-440342. and covered the following described Property:

SEE ATTACHED EXHIBIT A

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The property is located in Cook County at 81st Court and 95th Street, Hickory Hills, Illinois 60457.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original Secured Debts which have now been modified.

3. SECURED DEBTS. This Modification will secure the following Secured Debts:

A. Specific Debts. The modified Secured Debts include the following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note, No. 1048309-10, dated September 20, 2001, from Hickory Properties, Inc., Steven P. Gianakas, Chicago Title and Trust Company, as trustee, under Trust Agreement dated November 30, 1987 and known as Trust No. 1090760 and LaSalle National Trust, N.A., as trustee, under Trust Agreement dated May 1, 1984 and known as Trust No. 11-108066 (Borrower) to Lender, with a loan amount of \$1,283,994.49 with an interest rate of 7.0 percent per year and maturing on September 20, 2006.

B. All Debts. All present and future debts from Mortgagor to Lender, even if this Modification is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Modification, each agrees that it will secure debts incurred either individually or with others who may not sign this Modification. Nothing in this Modification constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Modification. This Modification will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Modification will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Modification.

4. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Modification at any one time will not exceed \$1,283,994.49. This limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Modification. Also, this limitation does not apply to advances made under the terms of this Modification to protect Lender's security and to perform any of the covenants contained in this Modification.

5. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

6. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

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SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification. (For the Exculpatory Provision of LaSalle Bank National Association see attached rider)

MORTGAGOR: * CHICAGO TITLE LAND TRUST COMPANY

AS SUCCESSOR TRUSTEE TO
Chicago Title and Trust Company, as trustee, under Trust Agreement dated November 30, 1987 and known as Trust No. 1090760

[Signature]
Authorized Signer ASST VICE PRESIDENT

[Signature]
Authorized Signer ASST SECRETARY



* LaSalle National Trust, N.A. as trustee, under Trust Agreement dated May 1, 1984 and known as Trust No. 108066 and not personally

By *[Signature]* Trust Officer
Authorized Signer

Attest *[Signature]* Asst Secretary
Authorized Signer

LENDER:
LAKESIDE BANK

Stan J. Bochnowski, Senior Vice President

ACKNOWLEDGMENT.

LaSalle Bank National Association, formerly known as
LaSalle National Bank, successor trustee to*

* Attached exoneration rider is incorporated herein

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**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.

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RIDER ATTACHED TO AND MADE A PART OF

MORTGAGE

~~(TRANSFER AGREEMENT)~~
~~(EXTENSION AGREEMENT)~~
~~(ADDITIONAL ADVANCE AGREEMENT)~~
(Modification of Mortgage)

DATED Sept 20, 2001 UNDER TRUST NO. 108066

This instrument is executed by **LASALLE BANK NATIONAL ASSOCIATION**, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All 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 to 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 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 therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

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PARCEL 1: Chicago Title and Trust Company Trust No. 1090760

That part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 37 North, Range 12 East of the Third Principal Meridian, Described as follows: Commencing at the Northeast Corner of said Section 11; thence South 00 degrees 00 minutes 47 seconds West along the east line of said Section 11 a distance of 1,322.29 feet to the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 11; thence North 89 degrees 39 minutes 08 seconds West along the South line of the Northeast Quarter of the Northeast Quarter of said Section 11 a distance of 378.83 feet; thence North 48 degrees 32 minutes 24 seconds West 468.91 feet; thence South 69 degrees 59 minutes 42 seconds West 102.34 feet; thence North 20 degrees 00 minutes 18 seconds West along a line perpendicular to the last described course 203.42 feet; for a place of beginning; thence North 89 degrees 56 minutes 23 seconds West 143.26 feet; thence North 00 degrees 03 minutes 37 seconds East along a line perpendicular to the last described course 814.55 feet to a point on the South line of a public roadway heretofore dedicated as 95th Street according to Document Nos. 12397978 and 12698530; thence South 89 degrees 42 minutes 24 seconds East along the south line of said roadway 258.77 feet; thence South 09 degrees 59 minutes 30 seconds West 775.29 feet; thence South 20 degrees 00 minutes 18 seconds East 53.05 feet to the place of beginning, all in Cook County Illinois.

PIN No. 23-11-201-019 - The real estate is located on the South side of 95th, West of Roberts Road, Hickory Hills, IL and consists of a 3.521 acre parcel.

PARCEL 2: LaSalle National Trust, N.A. Trust No. 11-108066

That part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 37 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the Northeast Corner of said Section 11; thence South 00 degrees 00 minutes 47 seconds West along the East line of said Section 11 a distance of 1,322.29 feet to the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 11; thence North 89 degrees 39 minutes 08 seconds West along the South line of the Northeast Quarter of the Northeast Quarter of said Section 11 a distance of 806.36 feet; for a place of beginning; thence countinuing North 89 degrees 39 minutes 08 seconds West along the South line of the Northeast Quarter of the Northeast Quarter of said Section 11 a distance of 216.41 feet to the Southwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 11; thence North 00 degrees 03 minutes 37 seconds East along the West line of the Northeast Quarter of the Northeast Quarter of said Section 11 a distance of 1277.03 feet to a point on the south line of a public roadway heretofore dedicated as 95th Street according to Document Nos. 12397978 and 12698530; thence South 89 degrees 42 minutes 24 seconds East along the south line of said roadway 282.03 feet; thence South 00 degrees 03 minutes 37 seconds West 814.55 feet; thence South 89 degrees 56 minutes 23 seconds East along a line perpendicular to the last described course 143.26 feet; thence South 20 degrees 00 minutes 18 seconds East 203.42 feet; thence North 69 degrees 59 minutes 42 seconds East 21.34 feet; thence South 00 degrees 00 minutes 00 seconds West 280.16 feet to the place of beginning, all in Cook County, Illinois.

PIN No. 23-11-201-021 - The real estate is located on the South side of 95th, West of Roberts Road, Hickory Hills, IL and consists of a 10.539 acre parcel.

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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 Harriet Denisewicz Trust Officer and Nancy A Carlin, Assistant Secretary for LaSalle Bank/National Association as Trustee, and not personally, under Trust Agreement dated May 1, 1984 and known as Trust # 108066 are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and the said instrument as their own free and voluntary act, for the uses and purposes therein set forth on this 26th day of September, 2001

Patricia K. Holtry
NOTARY PUBLIC

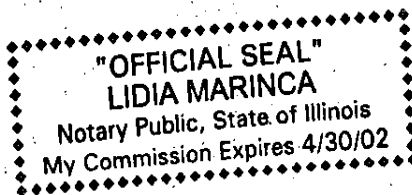


Commission Expires:

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 LYNDA S. BARRIE ASST VICE PRESIDENT and KAREN MICHEL ASST. SECRETARY for Chicago Title Land Trust Co as Trustee, and not personally, under Trust Agreement dated NOV 30, 1987 and known as Trust # 1090760 are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and the said instrument as their own free and voluntary act, for the uses and purposes therein set forth on this 26th day of Sept, 2001

Lidia Marinca
NOTARY PUBLIC



Commission Expires:

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