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2001-11-05 12:08:16

Cook County Recorder

29.00

RECORDATION REQUESTED BY:

CIB BANK
FRANKFORT BRANCH
20527 LAGRANGE ROAD
FRANKFORT, IL 60423



0011037392

WHEN RECORDED MAIL TO:

CIB BANK
FRANKFORT BRANCH
20527 LAGRANGE ROAD
FRANKFORT, IL 60423

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Stephanie E. Alf
CIB Marine Bancshares, Inc.
10068 West Loomis Road
Franklin, WI 53132

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 4, 2001, is made and executed between Cosmopolitan Bank and Trust, as Successor Trustee to the Cosmopolitan National Bank of Chicago, as Trustee under Trust Agreement dated January 16, 1985 and known as Trust No. 27362 whose address is 20 East Delaware, Chicago, IL 60611 (referred to below as "Grantor") and CIB BANK, whose address is 20527 LAGRANGE ROAD, FRANKFORT, IL 60423 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 1, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on March 16, 2001 in the Office of the Cook County Recorder as Document No. 0010210303.

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

LOTS ONE (1), TWO (2) AND THREE (3) IN NAPER'S RESUBDIVISION OF LOTS TWO (2), THREE (3) FOUR (4) AND FIVE (5) IN THE SUPERIOR COURT PARTITION OF THE EAST TWO-THIRDS OF BLOCK TWELVE (12) IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL QUARTER OF SECTION THREE (3), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE FOURTEEN (14) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 20 E Delaware, Chicago, IL 60611.

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

17-03-209-612

Under "Note" change to read as follows:

The word "Note" means Promissory Note dated October 4, 2001 in the original principal amount of \$7,500,000.00 and Promissory Note dated March 1, 2001 in the original principal amount of \$500,000.00 from Borrower to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

BOX 333-CT1

7897853 Div. 2 Dault 1

Property of Cook County Clerk's Office

5/01

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Property of Cook County Clerk's Office

Authorized Signer X
[Signature]

LENDER:

as Trust No. 27362

Chicago as Trustee u/va dated January 16, 1985 and known
Successor Trustee to the Cosmopolitan National Bank of
Authorized Signer for Cosmopolitan Bank and Trust as

**For signatures, notary and exculatory provisions of the Trustee see Rider attached hereto which is expressly incorporated herein and made a part hereof.

COSMOPOLITAN BANK AND TRUST, AS SUCCESSOR TRUSTEE TO THE
COSMOPOLITAN NATIONAL BANK OF CHICAGO AS TRUSTEE U/T/A
DATED JANUARY 16, 1985 AND KNOWN AS TRUST NO. 27362 and not personally

GRANTOR:

OCTOBER 4, 2001.

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

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 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.

Change "Maximum Lien Amount" to \$8,000,000.00.

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This Modification Agreement is executed by the Trustee, Cosmopolitan Bank and Trust, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Cosmopolitan Bank and Trust possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any Liability on Cosmopolitan Bank and Trust, as trustee as aforesaid, or on the Bank personally to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the note and by every person now or hereafter claiming any right or security thereunder and that so far as Cosmopolitan Bank and Trust as Trustee under the aforesaid Trust and its successors, and the bank are personally concerned, the holder of the note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Modification Agreement to be executed by their respective duly authorized officers and beneficiaries have executed this Modification Agreement, all as of the day and year mentioned above.

COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY,

BY:

Todd W. Cordell
Vice President/Trust Officer

ATTEST:

Pamela D. Welch
Land Trust Administrator

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 the above named Todd W. Cordell and Pamela D. Welch, of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President/Trust Officer and Land Trust Administrator, 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 COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Vice President/Trust Officer then and there acknowledged that said Land Trust Administrator as custodian of the corporate seal to be affixed to said instrument as said Land Trust Administrator's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 31st day of October A.D., 2001

Devin L Fisher
NOTARY PUBLIC



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MODIFICATION OF MORTGAGE (Continued)

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TRUST ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____

, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the _____ and acknowledged the _____ 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 he or she/they is/are authorized to execute this _____ and in fact executed the _____ on behalf of the trust.

By _____ Residing at _____

Notary Public in and for the State of _____

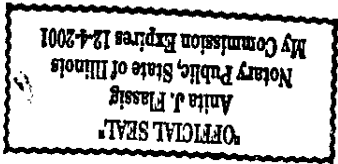
My commission expires _____

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Property of Cook County

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My commission expires

Notary Public in and for the State of Illinois

Residing at 20527 S. LAGRANGE RD. FARMINGTON, IL 60433

of said Lender.

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

Public, personally appeared CHRISTINE M. O'BRYEN and known to me to be the SR. VICE-PRES. authorized agent for the Lender that executed the within and foregoing instrument and On this 4th day of OCTOBER, 2001 before me, the undersigned Notary

STATE OF ILLINOIS COUNTY OF WILL)) SS)

LENDER ACKNOWLEDGMENT