

UNOFFICIAL COPY

0011229205

98170137 35 001 Page 1 of 6
2001-12-26 12:59:58
Cook County Recorder 31.00

RECORDATION REQUESTED BY:
LASALLE BANK NATIONAL
ASSOCIATION
MAIN OFFICE
135 SOUTH LASALLE STREET
CHICAGO, IL 60603



WHEN RECORDED MAIL TO:
LASALLE BANK NATIONAL
ASSOCIATION
MAIN OFFICE
135 SOUTH LASALLE STREET
CHICAGO, IL 60603

SEND TAX NOTICES TO:
LASALLE BANK NATIONAL
ASSOCIATION
MAIN OFFICE
135 SOUTH LASALLE STREET
CHICAGO, IL 60603

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Carolyn LaBette, Closing Officer
LASALLE BANK NATIONAL ASSOCIATION
8303 W. Higgins Road
CHICAGO, IL 60631

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 22, 2001, is made and executed between LaSalle Bank National Association, Successor Trustee to American National Bank and Trust Company of Chicago, Successor Trustee to Associated Bank, Gladstone-Norwood, Successor Trustee to Gladstone-Norwood Trust and Savings Bank, as Trustee under Trust Agreement dated October 16, 1987 and known as Trust #1202, whose address is 135 S. LaSalle, Chicago, IL 60603 (referred to below as "Grantor") and LASALLE BANK NATIONAL ASSOCIATION, whose address is 135 SOUTH LASALLE STREET, CHICAGO, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 22, 1996 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated November 22, 1996 and recorded on December 10, 1996 in the Office Recorder of the Cook County as Document No. 96933446 and 96933447, respectively.

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

THE WEST 8 FEET OF LOT 21 AND THE EAST 20 FEET OF LOT 22 IN THE SUBDIVISION OF THE NORTH PART OF BLOCK 2 IN SUFFERN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2151 W. Division, Chicago, IL. The Real Property tax identification number is 17-06-302-003

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

1228949
1/4
Box 370
ATGF, INC.

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MODIFICATION OF MORTGAGE 0011229206
(Continued)

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This Modification (a) extends the Maturity Date from November 22, 2001 to November 22, 2006 and (b) adjusts the payments as evidenced by that certain Promissory Note dated November 22, 2001 in the principal amount of One Hundred Eleven Thousand Five Hundred Ninety Nine and 84/100 Dollars (\$111,599.84), jointly and severally executed by the T.M.P. Investments, Inc. ("Borrower") and made payable to the order of the Lender (the "Note"). The Note constitutes a renewal and restatement of, and replacement and substitution for, that certain Promissory Note dated November 22, 1996 in the original principal amount of One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00), executed by the Borrower and made payable to the order of the Lender (the "Prior Note"). The indebtedness evidenced by the Prior Note is continuing indebtedness evidenced by the Note, and nothing contained herein or in the Note shall be deemed to constitute a repayment, settlement or novation of the Prior Note, or to release or otherwise adversely affect any lien, mortgage or security interest securing such indebtedness or any rights of the Lender against any of the Borrower, Grantor or against any guarantor, surety or other party primarily or secondary liable for such indebtedness. Following maturity or the occurrence of an Event of Default (as defined in the Note), the outstanding principal balance of the indebtedness evidenced by the Note shall bear interest at the rate of 4% per annum over the Index, or, if less, the highest rate permitted by applicable law. The Mortgage secures the obligations and liabilities of the Borrower and Grantor to the Lender under and pursuant to the Note, including the principal sum thereof, together with all interest thereon and prepayment premium, if any, in accordance with the terms, provisions and limitations of the Note and the Mortgage; (ii) any and all extensions, renewals and/or modifications of the Note and any and all substitutions of the Note; and (iii) any other sums, liabilities or indebtedness of any of the Borrower and Grantor owing to the Lender under and pursuant to the Mortgage or any other document or agreement executed by any of the Borrower and Grantor in connection with said indebtedness.

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.

LIEN RELEASE FEES. In addition all other charges, Borrower agrees, to the extent not prohibited by law, to pay all governmental fees for release of Lender's security interests in collateral securing this loan. Borrower will pay these fees at the time the lien or liens are released. The estimated amount of these future lien release fees is \$150.00.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 22, 2001.

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MODIFICATION OF MORTGAGE

(Continued)

0011229208

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GRANTOR:

Trustee's Exoneration Rider attached hereto
and made a part hereof.

LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
SUCCESSOR TRUSTEE TO ASSOCIATED BANK,
GLADSTONE-NORWOOD, SUCCESSOR TRUSTEE TO
GLADSTONE-NORWOOD TRUST AND SAVINGS BANK, AS TRUSTEE
UNDER TRUST AGREEMENT DATED OCTOBER 16, 1987 AND KNOWN
AS TRUST #1202 and not personally

LASALLE BANK NATIONAL ASSOCIATION, of LaSalle Bank National
Association, Successor Trustee to American National Bank and Trust
Company of Chicago, Successor Trustee to Associated Bank,
Gladstone-Norwood, Successor Trustee to Gladstone-Norwood Trust and
Savings Bank, as Trustee under Trust Agreement dated October 16, 1987
and known as Trust #1202 and not personally

By: 
Authorized Signer for LaSalle Bank National Association

LENDER:

X 
Authorized Signer

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001129905

**RIDER ATTACHED TO AND MADE A PART OF
MODIFICATION OF MORTGAGE
DATED NOVEMBER 22, 2001 FOR TRUST NO. 1202**

This instrument is executed by LaSalle Bank National Association, not personally but as Trustee under Trust No. 1202, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All of 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 or 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 property in said trust estate, or the proceeds arising from the sale or other 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 therefor and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

In the event of any conflict between the provisions of the exculpatory Rider and the provisions of the document to which it is attached, the provisions of this Rider shall govern.

LASALLE BANK NATIONAL ASSOCIATION
as Trustee under Trust No. 1202
and not individually

By: Annette N. Brusca
Annette N. Brusca, Vice President

County Clerk's Office

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

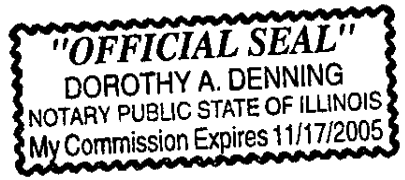
On this 10th day of December, 2001 before me, the undersigned Notary Public, personally appeared Annette N. Brusca, Vice President, LaSalle Bank National Association

, 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 Dorothy A. Denning Residing at _____

Notary Public in and for the State of Illinois

My commission expires 11-17-05



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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

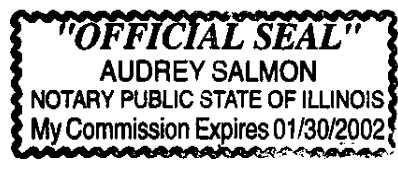
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 17th day of DECEMBER, 2001 before me, the undersigned Notary Public, personally appeared JERRY SMULIK and known to me to be the SENIOR 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 Audrey Salmon Residing at Radalle Bank NA

Notary Public in and for the State of Illinois

My commission expires 01/30/02



County Clerk's Office