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2002-04-19 11:20:43

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Cook County Recorder 29.50

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.,
successor in interest to
Manufacturers Bank
Commercial Banking Div. 2
1200 N. Ashland Avenue
Chicago, IL 60622



WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
1200 N. Ashland Avenue
Chicago, IL 60622

LN# 313147

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MB Financial Bank, N.A.
1200 N. Ashland Avenue
Chicago, IL 60622

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 5, 2002, is made and executed between LaSalle Bank National Association, Not Personally But as Successor Trustee to LaSalle National Trust, N.A., as Trustee Under Trust Agreement Dated September 4, 1996 and Known as Trust Number 120459, whose address is 135 S. S. LaSalle Street, Chicago, IL 60603 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to Manufacturers Bank, whose address is 1200 N. Ashland Avenue, Chicago, IL 60622 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 24, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage in the original amount of \$450,000.00 payable to Manufacturers Bank, Recorded on January 5, 1999 in Cook County, Illinois, as Document No. 99004728.

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

Lots 70, 71, 72 and 73 in C.J. Hull's Subdivision of Block 26 in Canal Trustee's Subdivision of Section 7, 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 2249 W. Hubbard Street, Chicago, IL 60612. The Real Property tax identification number is 17-07-134-003; 17-07-134-004; 17-07-134-005 and 17-07-134-006

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

Interest Rate Reduced to 7.75%; Principal and Interest payment reduced to \$3,832.88 per month, beginning March 5, 2002; Maturity Date Extended to February 5, 2007. All other terms and provisions of loan documents and related documents shall 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 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.

CROSS DEFAULT. Borrower will be in default if borrower breaks any promise borrower has made to Lender, or borrower fails to comply with or to perform when due any other term, obligation, covenant or condition contained in their Note(s) or any agreement related to their Note(s), or in any other agreement or loan borrower has with Lender.

CROSS COLLATERALIZATION. This Loan is Cross-Collateralized with the loan from Wabash Seafood Company dated July 24, 2001 in the amount of \$250,000.00. A default under the terms and provisions of that Note will also cause a default under the terms and provisions of this Note.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 5, 2002.

GRANTOR:

LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 4, 1996 AND KNOWN AS TRUST NUMBER 120459

By: [Signature]
Authorized Signer for LaSalle Bank National Association, Not Personally But as Successor Trustee to LaSalle National Trust, N.A., as Trustee Under Trust Agreement Dated September 4, 1996 and Known as Trust Number 120459

LENDER:

X [Signature]
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 3113147

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TRUST ACKNOWLEDGMENT

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STATE OF Illinois)

) SS

COUNTY OF Cook)

On this 9th day of April, 2008 before me, the undersigned Notary Public, personally appeared Deborah Berg, Vice President of 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 Lisa S. Smith

Residing at Chicago IL

Notary Public in and for the State of Illinois

My commission expires 4/25/05



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 3113147

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

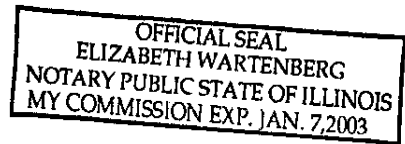
COUNTY OF Cook) SS

On this 5th day of February 2002 before me, the undersigned Notary Public, personally appeared John Sassack and known to me to be the _____, 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 Elizabeth Wartenberg Residing at Berwyn, IL

Notary Public in and for the State of _____

My commission expires _____



Cook County Clerk's Office

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1 Modification of Mortgage
RIDER ATTACHED TO AND MADE A PART OF ~~THE TRUST DEED OR~~
~~MORTGAGE DATED~~ 2/5/02 UNDER TRUST NUMBER 120459

1 Modification of Mortgage
This ~~Mortgage or Trust Deed~~ in the nature of a mortgage is executed by LaSalle Bank National Association, not personally, but as trustee under Trust Number 120459, in the exercise of the power and authority conferred upon and vested in it as such trustee (and said LaSalle Bank National Association hereby warrants that it possesses full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LaSalle Bank National Association, personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either expressed or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgage or trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder, and that so far as the mortgagor or grantor and said LaSalle Bank National Association personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

Clerk's Office