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**RECORDATION REQUESTED BY:**

Devon Bank  
6445 N. Western Ave.  
Chicago, IL 60645-5494

2480/0347 18 001 Page 1 of 5  
2002-10-22 13:46:31  
Cook County Recorder 32.00

**WHEN RECORDED MAIL TO:**

Devon Bank  
6445 N. Western Ave.  
Chicago, IL 60645-5494



0021159274

**SEND TAX NOTICES TO:**

LaSalle Bank, National  
Association, not personally  
but as Trustee under that  
certain trust agreement dated  
August 8, 1967 and known as  
LaSalle Bank, National  
Association Trust #  
10-20758-09  
135 S. LaSalle Street, Suite  
2500  
Chicago, IL 60603

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Alicia J. Henriksen, Comm'l Loan Dept.  
Devon Bank  
6445 N. Western Ave.  
Chicago, IL 60645-5494

**MODIFICATION OF MORTGAGE**

*all*  
*FI*  
*78-66-630X140 CTI*  
THIS MODIFICATION OF MORTGAGE dated October 11, 2002, is made and executed between LaSalle Bank, National Association, as Successor Trustee to LaSalle National Bank U/T/A dated 8/8/1967 A/K/A LaSalle Bank, National Association Trust # 10-20758-09, whose address is 135 S. LaSalle Street, Suite 2500, Chicago, IL 60603 (referred to below as "Grantor") and Devon Bank, whose address is 6445 N. Western Ave., Chicago, IL 60645-5494 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 28, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Mortgage and Assignment of Rents** dated July 28, 2000 and recorded on August 9, 2000, as Document #'s 00605953 and 00605954, respectively, in Cook County, Illinois.

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

Lots 6 and 7 (except the East 17 feet of both Lots taken for widening North Western Avenue) in Block 19 in National City Co's Fourth Addition to Rogers Park Manor, being a Subdivision of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 36, Township 41, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 6840-42 N. Western Avenue, Chicago, IL 60645-4719. The Real Property tax identification number is 10-36-226-031-0000

**BOX 333-CTI**

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Authorized Signer

X          *LMH*

LENDER:

By:          *[Signature]*  
TRUSTEE REPRESENTATIVE, TRUST OFFICER

ALL BANKS ASSOCIATED BANKS AND MADE A PART HEREOF

LASALLE BANK, NATIONAL ASSOCIATION, not personally but as Trustee under that certain trust agreement dated 08-08-1967 and known as Lasalle Bank, National Association Trust # 10-20758-09.

GRANTOR:

OCTOBER 11, 2002.

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

actions.  
released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent the non-signing person consents to the changes and provisions of this Modification or otherwise will not be signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this makers and endorser. On the Note, including accommodation parties, unless a party is expressly released by Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

All other terms and conditions of the Original Mortgage remain unchanged. *BB* *OK* *10/11/2002*

The maturity date of the mortgage is hereby extended from August 1, 2005 to October 11, 2007.

The monthly principal payment is increased from \$13,333.33 to \$14,666.66, beginning November 11, 2002. *BB* *OK* *11/11/2002*

The amount of the Mortgage is increased from \$4,000,000.00 to \$4,400,000.00

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

Loan No: 5394400200

(Continued)

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 5394400200

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### TRUST ACKNOWLEDGMENT

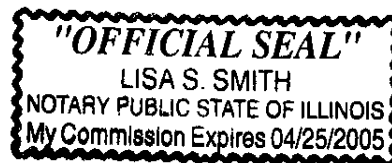
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )  
 )

On this 11<sup>th</sup> day of October, 2002 before me, the undersigned Notary Public, personally appeared ~~Thomas B. Buppel~~ Thomas Buppel of LaSalle Bank, National Association, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification 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 is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Lisa S. Smith Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 4/25/05



### LENDER ACKNOWLEDGMENT

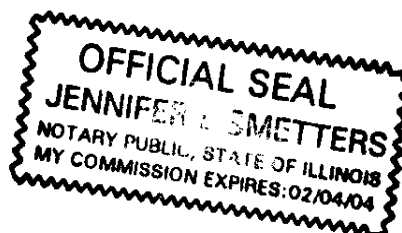
STATE OF IL )  
 )  
 ) SS  
 COUNTY OF COOK )  
 )

On this 11<sup>th</sup> day of October, 02 before me, the undersigned Notary Public, personally appeared William Chioros and known to me to be the V.P., 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 Jennifer Smettters Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 2-4-04



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Loan No: 5394400200

MODIFICATION OF MORTGAGE  
(Continued)

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LASALLE BANK NATIONAL ASSOCIATION  
LAND TRUST DEPARTMENT  
RIDER - TRUST DEED OR MORTGAGE

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR  
MORTGAGE DATED <sup>Modification</sup> 10-11-02 UNDER TRUST NUMBER 10-20758-09

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 10-20758-09, 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.

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