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RECORDATION REQUESTED BY:
LASALLE BANK NATIONAL
ASSOCIATION
Six Corners Regional Office
4747 West Irving Park Road
Chicago, IL 60641

00244794

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2000-04-07 14:01:31
Cook County Recorder 29.50



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WHEN RECORDED MAIL TO:
LASALLE BANK NATIONAL
ASSOCIATION
Commercial Loans
4747 West Irving Park Road
Chicago, IL 60641



Trustee

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

LaSalle Bank National Association, John Tofano
4747 W. Irving Park Road
Chicago, IL 60641

REI TITLE SERVICES #

1829951

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 1, 2000, is made and executed between LaSalle Bank National Association f/k/a Columbia National Bank of Chicago, not personally but as Trustee u/t/a dated July 1, 1993 a/k/a Trust No. 4265, whose address is 135 South LaSalle Street, Chicago, IL 60603 (referred to below as "Grantor") and LASALLE BANK NATIONAL ASSOCIATION, whose address is Six Corners Regional Office, 4747 West Irving Park Road, Chicago, IL 60641 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 26, 1992 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated October 26, 1992 recorded with the office of the Recorder of Deeds of Cook County, as Document No. 92822883 and Document No. 92822884 and as modified from time to time, executed by Grantor to LaSalle Bank National Association, successor to Columbia National Bank of Chicago ("Lender").

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

LOT 2 (EXCEPT WEST 55.92 FEET) IN LAWRENCE AVENUE ADDITION TO CHICAGO AVENUE BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 5911-17 West Lawrence Avenue, Chicago, IL 60630. The Real Property tax identification number is 13-17-200-009-0000.

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

Promissory Note dated October 26, 1992 in the original principal amount of \$585,000.00, executed by Edmar Foods, Inc. "Borrower" to LaSalle Bank National Association "Lender" and modified from time to time, and renewed by Promissory Note dated February 1, 2000 in the amount of \$85,000.00 with maturity

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MODIFICATION OF MORTGAGE

(Continued)

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date extended together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the Promissory Note or Credit Agreement. Promissory Note dated October 26, 1992 in the original principal amount of \$325,000.00 executed by Edmar Foods, Inc. "Borrower" to LaSalle Bank National Association "Lender", and modified from time to time, and renewed by Promissory Note dated February 1, 2000 in the amount of \$200,000.00. Borrower has requested and Lender has agreed to increase the principal amount and extend the maturity date, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement.

The definition of "Note" is hereby amended and restated as follows: A Promissory Note dated February 1, 2000, in the principal amount of \$85,000.00 from Edmar Foods, Inc. to LaSalle Bank National Association and a Promissory Note dated February 1, 2000, in the original principal amount of \$200,000.00 from Edmar Foods, Inc., together with all renewals of, extension of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement. Except as expressly modified hereby, all other terms and conditions of each aforementioned loan and all other corresponding loan 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.

REVOLVING DEBT. Specifically, without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note in the principal amount of \$200,000.00 within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. Under this revolving line of credit, Lender may make advances to Grantor so long as Grantor complies with all the terms of the Note and Related Documents.

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 1, 2000.

GRANTOR: SEE RIDER ATTACHED HERETO FOR THE EXCULPATORY PROVISION OF LASALLE BANK NATIONAL ASSOCIATION

LASALLE BANK NATIONAL ASSOCIATION SUCCESSOR TO COLUMBIA NATIONAL BANK OF CHICAGO, TRUST NO. 4265 and not personally

By: Deborah Berg ASSISTANT VICE PRESIDENT
LaSalle Bank National Association,
Trustee of LaSalle Bank National
Association successor to Columbia
National Bank of Chicago, Trust No.
01-4265 and not personally

LENDER:

X Marcus W. Casady
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29th day of March, 2000 before me, the undersigned Notary Public, personally appeared LaSalle Bank National Association, Trustee of LaSalle Bank National Association successor to Columbia National Bank of Chicago, Trust No. 4265 by Deborah Berg, its Assistant Vice President and not personally

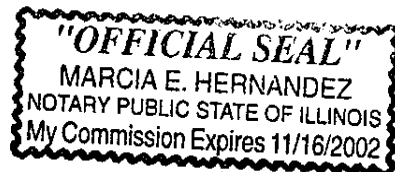
, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes 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 Marcia E. Hernandez

Residing at Chicago IL

Notary Public in and for the State of Illinois

My commission expires 11-16-2002



LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

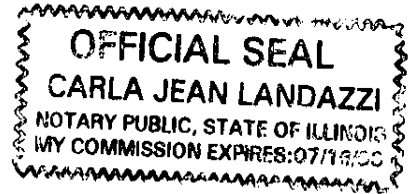
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On this 30th day of March, 2000 before me, the undersigned Notary Public, personally appeared Marcus Casade and known to me to be the La Salle Bank authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said 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 Carla Jean Landazzi
Notary Public in and for the State of Illinois

Residing at 4747 W. Spring Dale

My commission expires 7-16-03



COOK County Clerk's Office

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RIDER ATTACHED TO AND MADE A PART OF

MORTGAGE

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

00244794

DATED 2-1-00 UNDER TRUST NO. 01-4265

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.