

THIS DOCUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:

H. Jeffrey McCown, Esq.  
LaSalle Bank Corporation  
135 South LaSalle Street, Suite 925  
Chicago, Illinois 60674



PERMANENT TAX INDEX NUMBER:

19-10-104-028

PROPERTY ADDRESS:

4900 South Kilbourn  
Chicago, Illinois

705574 02

FIFTH MODIFICATION AGREEMENT

This AGREEMENT dated as of February 19, 2003, is made by LASALLE BANK NATIONAL ASSOCIATION (the "Mortgagor"), a national banking association, whose address is 135 South LaSalle Street, Chicago, Illinois 60603, not personally but solely as successor trustee to American National Bank and Trust Company of Chicago, as successor trustee to Comerica Bank - Illinois, as successor trustee to Manufacturers Affiliated Trust Company, as successor trustee to Affiliated Bank/Western National, under a Trust Agreement dated March 29, 1988 and known as Trust No. 10505 (the "Trust Agreement"), and LASALLE BANK NATIONAL ASSOCIATION, formerly known as LaSalle National Bank (the "Bank"), a national banking association, its successors and assigns, whose address is 135 South LaSalle Street, Chicago, Illinois 60603.

A. The Bank made a loan (the "Loan") to the Mortgagor in the original principal amount of \$575,00.00, as evidenced by that certain Note dated April 20, 1989, which note is concurrently herewith being modified by that certain Modification Term Note dated as of February 19, 2003 in the principal amount of \$843,530.83 (the "Note"), executed by the Mortgagor and payable to the order of the Bank.

BOX 333-CT

B. The Note is secured by, among other things, the following documents:

(i) Mortgage dated April 20, 1989 (the "Mortgage"), executed by the Mortgagor in favor of the Bank, and recorded on May 1, 1989 as Document Number 89194373 with the Office of the Recorder of Deeds of Cook County, Illinois, and which Mortgage created a lien on the property commonly known as 4900 South Kilbourn, Chicago, Illinois (the "Subject Property"), and which Subject Property is legally described on Exhibit "A" attached hereto and made a part hereof;

(ii) Assignment of Rents and Leases dated April 20, 1989 (the "Assignment of Rents"), executed by the Mortgagor in favor of the Bank, and recorded on May 1, 1989 as Document Number 89194374;

(iii) Collateral Assignment of Beneficial Interest and Security Agreement dated as of June 2, 1993 (the "Collateral Assignment"), executed by the beneficiaries of the Trust Agreement (collectively, the "Beneficiaries") in favor of the Bank, which Collateral Assignment collaterally assigned to the Bank the beneficial interest of the Beneficiaries in the Trust; and

(iv) First Modification Agreement dated as of February 13, 1992, executed by the Mortgagor and the Bank and recorded with the Cook County Recorder of Deeds on March 11, 1992 as Document Number 92155771; the Second Modification Agreement dated as of June 2, 1993, recorded on July 14, 1993 as Document Number 93539847, the Third Modification Agreement dated as of April 1, 1997; and the Fourth Modification Agreement dated as of March 16, 1999 and recorded on April 6, 1999 as Document Number 99328351.

C. Mortgagor desires hereby to amend the Mortgage and the Assignment to reflect the amendment of the Note increasing the principal amount and changing certain payment obligations thereunder.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Note Secured. (a) The term "Note", as defined in each of the Mortgage and Assignment, is hereby amended to be the Note as defined herein.

(b) Mortgagor expressly agrees that the Mortgage and Assignment secure the Note, any and all extensions, renewals and modifications thereof and substitutions therefor, and any other sums, liabilities or indebtedness as set forth in the Mortgage or the Assignment.

2. Continuing Effect. All the terms of the Mortgage and Assignment are hereby incorporated by reference herein, and the Mortgage and Assignment, except as hereby modified, shall remain in full force and effect in all respects. Mortgagor, by execution of this Agreement,

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hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and Assignment.

3. Trustee's Exculpation. This Modification is executed by LaSalle Bank National Association, not personally but solely as Trustee, solely in the exercise of the authority conferred upon it as trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account thereof, or on account of any promises, covenants, undertakings or agreements herein, or in the Loan Documents contained, either express or implied; all such liability, if any, being expressly waived and released by the holder or holders of the Loan Documents and by all persons claiming by, through or under the Loan Documents or the holder or holders, owner or owners thereof, and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that the Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and it shall not be liable for any action or non-action taken in violation of any of the covenants contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Modification Agreement to be executed as of the date set forth above.

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

LASALLE BANK NATIONAL  
ASSOCIATION, as trustee as aforesaid  
LWIA 10505 DT10 3/29/88 ~~not personally~~  
By: Lisa Wilburn  
Its: \_\_\_\_\_

This instrument is executed by LaSalle Bank National Association, not personally but solely as trustee in the exercise of the power and authority conferred upon and vested in it as such trustee. It is expressly understood and agreed that the warranties, indemnities, representations, covenants, undertakings and agreements made on the part of the Trustee are undertaken by it solely in its capacity as trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking, or agreement of the Trustee in this instrument.

LASALLE BANK NATIONAL  
ASSOCIATION  
By: \_\_\_\_\_  
Its: Senior Vice President

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STATE OF ILLINOIS )

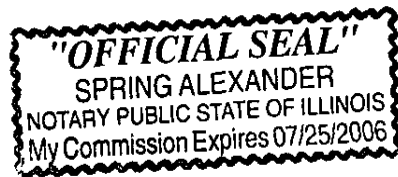
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Lisa Wilburn and N/A, the TRUST Administrator and N/A, of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as successor trustee as aforesaid, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such TRUST Administrator and N/A, they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said banking association, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4 day of MARCH 2003.

Spring Alexander  
Notary Public

My Commission Expires: 7/25/2006



STATE OF ILLINOIS )

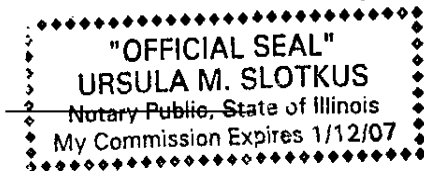
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas Estey, a Senior VP of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Senior VP, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of February 2003.

Ursula M Slotkus  
Notary Public

My Commission Expires:



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## EXHIBIT A

### LEGAL DESCRIPTION OF REAL ESTATE

#### PARCEL 1:

THE WEST ½ OF THE EAST ½ OF THE NORTH WEST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM THE ABOVE DESCRIBED TRACT THE SOUTH 1040 FEET AND THE NORTH 1,358 FEET THEREOF AND ALSO EXCEPT THE WEST 333 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

AN IRREGULAR PARCEL OF LAND IN THE EAST ½ OF THE NORTH WEST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID NORTH WEST ¼, 333 FEET EAST OF THE WEST LINE OF THE EAST ½ OF SAID NORTH WEST ¼, THENCE SOUTHERLY ON A LINE 333 FEET EAST OF AND PARALLEL WITH SAID WEST LINE A DISTANCE OF 1,809.50 FEET; THENCE NORTHWESTERLY MAKING AN ANGLE TO THE NORTH WEST OF 45 DEGREES A DISTANCE OF 203.01 FEET TO A POINT 189.45 FEET EAST OF THE WEST LINE OF SAID EAST ½ OF THE NORTH WEST ¼; THENCE CONTINUING NORTHWESTERLY ON A CURVED LINE CONVEX TO THE SOUTH WEST AND TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 299.57 FEET AN ARC DISTANCE OF 199.52 FEET TO A POINT WHICH IS 103.84 FEET EAST OF SAID WEST LINE OF THE EAST ½ OF THE NORTH WEST ¼, THENCE NORTHWESTERLY TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 175 FEET TO A POINT WHICH IS 83 FEET EAST OF SAID WEST LINE OF THE EAST ½ OF THE NORTH WEST ¼; THENCE NORTHERLY ON A LINE 83 FEET EAST OF AND PARALLEL WITH SAID WEST LINE A DISTANCE OF 1,316.82 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF SAID NORTH WEST ¼; THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 250 FEET TO THE PLACE OF BEGINNING, (EXCEPT THEREFROM THAT PART THEREOF WHICH LIES SOUTH OF THE NORTH LINE OF THE SOUTH 1,040 FEET, AND NORTH OF THE SOUTH LINE OF THE NORTH 1,358 FEET OF SAID EAST ½ OF THE NORTH WEST ¼ OF SECTION 10, ALL IN COOK COUNTY, ILLINOIS.

Common Address of Real Estate: 4900 South Kilbourn  
Chicago, Illinois

Permanent Tax Identification Number: 19-10-104-028

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