

UNOFFICIAL COPY

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2000-05-04 15:51:45
Cook County Recorder 25.50



00317081

RECORDATION REQUESTED BY:

The PrivateBank and Trust
Company
Ten North Dearborn Street, Suite 900
Chicago, IL 60602-4202

WHEN RECORDED MAIL TO:

The PrivateBank and Trust
Company
Ten North Dearborn Street, Suite 900
Chicago, IL 60602-4202

SEND TAX NOTICES TO:

Chicago Title and Trust Company
171 North Clark
Chicago, IL 60602

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Trecia Smith
Ten North Dearborn
Chicago, IL 60602



THE PRIVATE BANK
AND TRUST COMPANY

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 4, 1999 BETWEEN Chicago Title and Trust Company, as Trustee, (referred to below as "Grantor"), whose address is 171 North Clark, Chicago, IL 60602; and The PrivateBank and Trust Company (referred to below as "Lender") whose address is Ten North Dearborn Street, Suite 900, Chicago, IL 60602-4202.

MORTGAGE. Grantor and Lender have entered into a mortgage dated November 4, 1999 (the "Mortgage").

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

LOTS 5 AND 6 (EXCEPT THE SOUTH 15 FEET OF SAID LOTS 5 AND 6 LYING EAST OF THE WEST LINE OF THE VACATED 18 FOOT ALLEY EXTENDED NORTH), ALL IN G. FITCH'S SUBDIVISION OF BLOCK 26 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1711 West Wabansia Avenue, Chicago, IL 60622. The Real Property tax identification number is 14-31-429-041.

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

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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 endorser 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

11-04-1999
Loan No

00317088110002

MODIFICATION OF MORTGAGE
(Continued)

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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS TRUST AGREEMENT DATED MAY 2, 1994 AND KNOWN AS TRUST NUMBER 1100078 AND DATED MAY 2, 1994.

BORROWER:

Chicago Title and Trust Company

By: [Signature]
x

By: [Signature]
x

LENDER:

The PrivateBank and Trust Company

By: [Signature]
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois

) ss

COUNTY OF Cook

On this 8th day of November, 19 99, before me, the undersigned Notary Public, personally appeared x and x of Chicago Title and Trust Company, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature] Residing at 452 W. Kedzie, Chicago, Ill.

Notary Public in and for the State of Illinois

My commission expires 3-27-01



LENDER ACKNOWLEDGMENT

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 4 day of Nov, 19 99, before me, the undersigned Notary Public, personally appeared LOU ANN LUCK and known to me to be the ASST. SEC., 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 Theresa Shedrich Residing at 10 N. Dearborn St.

Notary Public in and for the State of ILLINOIS

My commission expires 7/21/2001



COOK County Clerk's Office