UNOFFICIAL CO

RECORDATION REQUESTED BY:

CIB BANK FRANKFORT BRANCH 20527 LAGRANGE ROAD FRANKFORT, IL 60423

Eugene "Gene" Moore Fee: \$32.50 Cook County Recorder of Deeds Date: 05/01/2003 02:11 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

CIB BANK

FRANKFORT BRANCH 20527 LAGRANGE ROAD

NKFORT, IL 60423

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Debbie Narus CIB Marine Bancshares, Inc. 10068 West Loomis Road Franklin, WI 53132

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 5, 2002, is made and executed between Cosmopolitan Bank and Trust, as Successor Trustee to the Cosmopolitan National Bank of Chicago, as Trustee under Trust Agreement dated January 16, 1985 and known as Trust No. 27362 whose address is 20k East Delawars, Chicago, IL 200513 (referred to below as "Grantor") and CIB BANK, whose address is 20527 LAGRANGE ROAD, FRANKFORT, IL 60423 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 1, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on March 16, 2001 in the Office of the Cook County Recorder as Document No. 0010210303.

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

LOTS ONE (1), TWO (2) AND THREE (3) IN NAPER'S RESUBDIVISION OF LOTS TWO (2), THREE (3) FOUR (4) AND FIVE (5) IN THE SUPERIOR COURT PARTITION OF THE EAST TWO THIRDS OF BLOCK TWELVE (12) IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL QUARTER OF SECTION THREE (3), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE FOURTEEN (14) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, **ILLINOIS** 

The Real Property or its address is commonly known as 20 E Delaware, Chicago, IL 60611.

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

Under "Note" change to read as follows:

The word "Note" means Promissory Note dated December 5, 2002 in the original principal amount of \$9,800,043.68, Promissory Note dated December 5, 2002 in the original principal amount of \$1,500,000.00 and Promissory Note dated March 1, 2001 in the original principal amount of \$500,000.00 from Borrower to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and

## MODIFICATION OF MORTGAGE (Continued)

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substitutions for the promissory note or agreement.

"Maximum Lien" should now read:
At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$11,250,000.00.

continuing validities 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. Note:

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 the Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. It any person who signed the original Mortgage does not sign this Modification, then all persons signing belt was deknowledge that this Modification is given conditionally, based on the representation to not be released by it. This value representation to any initial extension or modification or otherwise will not be released by it. This value and the only to any initial extension or modification or otherwise will not be released by it. This value and only to any initial extension or modification or otherwise will not be released by it. This value is also to all such and the original modification or otherwise will not be released by it. This value is and provisions or this Modification or otherwise will not be released by it.

GRANTOR ACKNOWLEDGES ACVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE IS DATED DATED E 2002

:ЯОТИАЯЭ

gλ:

THE TALBOTT HOTEL

COSMOPOLITAN BANK AND TRUST, AS SUCCESSOR RUSTEE TO THE COSMOPOLITAN NATIONAL BANK OF CHICAGO AS TRUSTEE UNIVADATED JANUARY 16, 1985 AND KNOWN AS TRUST NO. 27362

COSMOPOLITAN BANK AND TRUST, not personally but as Trusted Under that certain trust agreement dated 01-16-1985 and known as COSMOPOLITAN BANK AND TRUST, AS SUCCESSOR TRUSTEE TO THE COSMOPOLITAN NATIONAL BANK OF CHICAGO AS TRUSTEE U/T/A DATED JANUARY 16, 1985 AND KNOWN AS TRUST NO. 27362.

Trust OFFICER

Visit made a part hered which is expressly incorporated herein

Visit made a part hered which is expressly incorporated herein

Visit made a part hered which is expressly incorporated herein

Visit made a part hered which is expressly incorporated herein

Visit made a part hered which is expressly incorporated herein

BASIL M. KROMELOW, General Partner of THE TALBOTT

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# UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

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STATE OF		
STATE OF	TRUST A	CKNOWLEDGMENT
On this day of before me, the undersigned Notary  On this day of before me, the undersigned Notary  On this day of before me, the undersigned Notary  Public, personally appeared TRUST OFFICE'r, of COSMOPOLITAN BANK AND TRUST, and known to me be an authorized trustee or agent of the trust the executed the Modification of Mortgage and acknowledged the be an authorized trustee or agent of the trust documents 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 or, by authority of statute, for the uses and purposes therein mentioned, and on behalf of the trust.  By		
On this day of before me, the undersigned Notary  On this day of before me, the undersigned Notary  On this day of before me, the undersigned Notary  Public, personally appeared TRUST OFFICE'r, of COSMOPOLITAN BANK AND TRUST, and known to me be an authorized trustee or agent of the trust the executed the Modification of Mortgage and acknowledged the be an authorized trustee or agent of the trust documents 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 or, by authority of statute, for the uses and purposes therein mentioned, and on behalf of the trust.  By		
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Notary Public in and for the State of	be an authorized trusted of and voluntary act and	poses therein mentioned, and on oath stated that he or she is the executed the Modification on behalf of the trust.
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## MODIFICATION OF MORTGAGE (Continued)

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before me, the the the hotsing and known to me to be the and known to me to be the the single executed the within and foregoing instrument and instrument and deed of the said Lender, duly authorized by for the uses and purposes therein mentioned, and on oath instrument and that the seal affixed is the corporate seal	acknowledged said instrument to be the free and volu
C / N	On this day of Public, personally appeared
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This Modification Agreement is executed by the Trustee, Cosmopolitan Bank and Trust, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Cosmopolitan Bank and Trust possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any Liability on Cosmopolitan Bank and Trust, as trustee as aforesaid, or on the Bank personally to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the note and by every person now or hereafter claiming any right or security thereunder and that so far as Cosmopolitan Bank and Trust as Trustee under the aforesaid Trust and its successors, and the bank are personally concerned, the holder of the note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding v. der the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

IN WITNESS WITTPFOF, the Bank and the Trustee have caused this Modification Agreement to be executed by their respective duly authorized officers and beneficiaries have executed this Modification Agreement, all as of the day and year mentioned above.

COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID AND NOT

PERSONALL'

BY:

Vice President/Trust Officer

ATTEST:

Land Trust Administrator

STATE OF ILLINOIS

SS

COUNTY OF COOK

County Cla I, the undersigned, a Notary Public in and for the County and State aforesati, DO HEREBY CERTIFY that the above named Todd W. Cordell and Devin L. Fisher, of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President/Trust Officer and Land Irust Administrator, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said <u>Land Trust Administrator</u> then and there acknowledged that said <u>Land</u> Trust Administrator as custodian of the corporate seal to be affixed to said instrument as said Land Trust Administrator's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 13th day of March A.D., 2003.

R Galuin

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