

UNOFFICIAL COPY



0334440096

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.,
successor in interest to
Manufacturers Bank
Korean Banking
3232 W. Peterson Avenue
Chicago, IL 60659

Doc#: 0334440096

Eugene "Gene" Moore Fee: \$30.00

Cook County Recorder of Deeds

Date: 12/10/2003 11:15 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
1200 N. Ashland Avenue
Chicago, IL 60622

#4115346

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by

Loan Documentation Specialist (ol)
MB Financial Bank, N.A.
1200 N. Ashland Avenue
Chicago, IL 60622



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 23, 2003, is made and executed between LaSalle Bank National Association, Successor Trustee to American National Bank & Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated 10/29/91 and Known as Trust #114729-09, whose address is 135 South LaSalle Street, 25th Fl., Rm. #2500, Chicago, IL 60603 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to Manufacturers Bank, whose address is 3232 W. Peterson Avenue, Chicago, IL 60659 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 15, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents Recorded December 17, 1999, as Document Number 09172381 and 09172382, respectively.

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

LOTS 20, 21 AND 22 IN BLOCK 60 IN W.F. KAISER AND CO'S BRYN MAWR AVENUE ADDITION TO ARCADIA TERRACE A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 1 AND OF SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF WESTERLY LINE OF RIGHT OF WAY OF NORTH SHORE CHANNEL OF THE SANITARY DISTRICT OF CHICAGO IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3318 W. Bryn Mawr, Chicago, IL 60659. The Real Property tax identification number is 13-02-431-027-0000; 13-02-431-028-0000 & 13-02-431-029-0000

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

The maturity date has been extended to September 23, 2008. The Interest Rate is hereby changed to 6.00% Fixed and the payment has been modified as further described in the payment section of the Change In Terms Agreement. All other terms and provisions of the 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 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 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 23, 2003.

GRANTOR:

LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO UNDER TRUST AGREEMENT DATED 10/29/91, TRUST #114729-09

LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO UNDER TRUST AGREEMENT DATED 10/29/91 AND KNOWN AS TRUST #114729-09, not personally but as Trustee under that certain trust agreement dated 10-29-1991 and known as LaSalle Bank National Association, Successor Trustee to American National Bank & Trust Company of Chicago under Trust Agreement dated 10/29/91, Trust #114729-09.

By: *[Signature]* **TRUST OFFICER**
Authorized Signer

**Attestation not required by
LaSalle Bank National Association**

By: _____
Authorized Signer

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 all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE BANK National Association by reason of any of the terms, provisions, stipulations covenants and/or statements contained in this instrument

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LENDER:

X

Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF

ILL

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COUNTY OF

COOK

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On this 5th day of November, 2003 before me, the undersigned Notary Public, personally appeared **Authorized Signer, and Authorized Signer, of LaSalle Bank National Association, Successor Trustee to American National Bank & Trust Company of Chicago under Trust Agreement dated 10/29/91 and Known as Trust #114729-09**, and known to me to be authorized trustees or agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

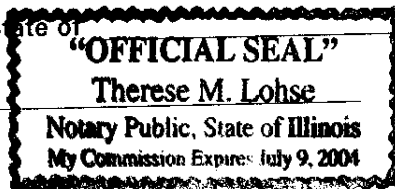
By

Therese M. Lohse

Residing at

Notary Public in and for the State of

My commission expires



LaSalle Bank National Association
Land Trust
1747 W. Dempster
Skokie, Illinois 60076

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LENDER ACKNOWLEDGMENTSTATE OF IL

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COUNTY OF Cook

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On this 14th day of Dec, 2003 before me, the undersigned Notary Public, personally appeared Susan Kim and known to me to be the Loan Officer 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 [Signature] Residing at _____

Notary Public in and for the State of _____

My commission expires _____

