

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

Colonial Bank  
6650 West Belmont Avenue  
Chicago, IL 60634-5299

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

WHEN RECORDED MAIL TO:

Colonial Bank  
6650 West Belmont Avenue  
Chicago, IL 60634-5299

9/1 DEC -1 AM 9:08

04010242

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 1, 1994, BETWEEN First Colonial Trust Company successor fiduciary to Colonial Bank, as Trustee, not personally but as Trustee under Trust Agreement dated 2/5/92 and known as Trust No.1993-C, (referred to below as "Grantor"), whose address is 104 Oak Park Avenue, Oak Park, IL 60301; and Colonial Bank (referred to below as "Lender"), whose address is 5250 West Belmont Avenue, Chicago, IL 60634-5299.

MORTGAGE. Grantor and Lender have entered into a mortgage dated July 12, 1993 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded July 22, 1993 as Document #93566804, and Assignment of Rents recorded July 22, 1993 as Document #93566805

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

PLEASE SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

The Real Property or its address is commonly known as 1614 W Wabansia, 1620 W Wabansia, 2034 N Oakley, 2036 N Oakley, Chicago, IL 60634. The Real Property Identification number is 14-31-423-030, 14-31-423-028, 14-31-132-043, 14-31-132-044.

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

Extend Maturity Date to December 1, 1994.

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 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 NO.1993-C UT/A DATED 2/5/92 AND DATED FEBRUARY 5, 1992.

BORROWER:

First Colonial Trust Company successor fiduciary to Colonial Bank

see rider attached on reverse side hereto and made a part hereof  
By: Marie A. Potino Vice President - Marie A. Potino  
By: June M. Stout Land Trust Officer - June M. Stout

LENDER:

Colonial Bank

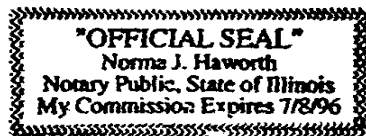
By: Steve Shockley  
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois  
COUNTY OF Cook

On this 28th day of September, 1994, before me, the undersigned Notary Public, personally appeared Vice President and Land Trust Officer of First Colonial Trust Company successor fiduciary to Colonial Bank, 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: Norma J. Haworth Residing at 104 No. Oak Park Ave. Oak Park, IL  
Notary Public in and for the State of Illinois My commission expires \_\_\_\_\_



BOX 333-CTI

Handwritten notes: WILLIAMS DINT, A 94-50-82

Vertical stamp: 04010242

LENDER ACKNOWLEDGMENT

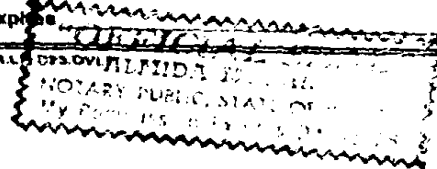
STATE OF Illinois

COUNTY OF Cook

On this 9th day of November, 1994, before me, the undersigned Notary Public, personally appeared Stephen J. Shockey and known to me to be the Assistant Vice President, 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 Almida J. Koralis Residing at 5850 W. Belmont, Chicago, IL 60634  
Notary Public in and for the State of Illinois My commission expires \_\_\_\_\_

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Property of Cook County Clerk's Office

REC-111  
This document is executed by First Colonial Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee, personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns); and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any actual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In the event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

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EXHIBIT "A" 1 0 2 1 2

- 1) 1614 W. WABANSIA  
CHICAGO, COOK, ILLINOIS  
P.I.N. #14-31-423-030

LOT 36 IN BLOCK 24 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- 2) 1620 W. WABANSIA  
CHICAGO, COOK, ILLINOIS  
P.I.N.#14-31-423-028

LOT 38 IN KEENAN'S SUBDIVISION OF BLOCK 24 IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS.

- 3) 2034 N. OAKLEY  
CHICAGO, COOK, ILLINOIS  
P.I.N.#14-31-132-043

LOT 30 IN BLOCK 17 IN HOLSTEIN SUBDIVISION OF THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- 4) 2036 N. OAKLEY  
CHICAGO, COOK, ILLINOIS  
P.I.N.#14-31-132-044

LOT 31 IN BLOCK 17 IN HOLSTEIN SUBDIVISION OF THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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