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Doc#: 0406908122
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 03/09/2004 01:40 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:
BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Maryna Bereslavska, Admin. Assistant (1901001571/ WA)
BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 21, 2004, is made and executed between LaSalle Bank National Association Successor of American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated April 19, 1999 and known as Trust Number 600995-04 (referred to below as "Grantor") and BankFinancial, F.S.B., whose address is 15W060 North Frontage Road, Burr Ridge, IL 60527 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 3, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

MORTGAGE TO SUCCESS NATIONAL BANK NOW KNOWN AS BANKFINANCIAL, F.S.B. (LENDER) RECORDED JUNE 24, 1999 AS DOCUMENT NUMBER 99609296.

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The Real Property or its address is commonly known as 1111 West Pershing, Chicago, IL 60606. The Real Property tax identification number is 20-05-200-011-0000, 20-05-200-030-0000, 20-05-200-079-0000

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

INCREASE PRINCIPAL AMOUNT TO \$325,000.00 AND EXTEND MATURITY DATE INDEFINITELY.

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

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MODIFICATION OF MORTGAGE

(Continued)

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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

MAXIMUM LIEN AMOUNT ADDENDUM. It is expressly agreed and understood that the Maximum Lien amount as set forth in this Mortgage is \$650,000.00 plus all items referenced in 735 ILCS 5/15-1302(b)(1-5) which statutory provision is incorporated by reference and made a part hereof.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 21, 2004.

GRANTOR:

LASALLE BANK NATIONAL ASSOCIATION SUCCESSOR OF AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 19, 1999 AND KNOWN AS TRUST NUMBER 600995-04

and not personally

By: _____

Authorized Signer for LaSalle Bank National Association
Successor of American National Bank and Trust Company of
Chicago as Trustee under Trust Agreement dated April 19,
1999 and known as Trust Number 600995-04

By: _____

Authorized Signer for LaSalle Bank National Association
Successor of American National Bank and Trust Company of
Chicago as Trustee under Trust Agreement dated April 19,
1999 and known as Trust Number 600995-04

LENDER:

X

W. Calvan

Authorized Signer

This instrument is received by Lender, Lender hereby acknowledges receipt of this instrument, and the obligations of the grantor are hereby acknowledged upon and vested in Lender. All payments due to Lender shall be made in accordance with the terms of this instrument. The Lender/Association are instructed by the grantor to take all actions necessary to protect its interest in this instrument, including the recording of this instrument in Cook County, Illinois. The Lender/Association are instructed by the grantor to take all actions necessary to protect its interest in this instrument, including the recording of this instrument in Cook County, Illinois. The Lender/Association are instructed by the grantor to take all actions necessary to protect its interest in this instrument, including the recording of this instrument in Cook County, Illinois.

Not recorded by
LaSalle Bank National Association

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 26th day of February, 2004, before me, the undersigned Notary Public, personally appeared Christina O. Young

, and known to me to be (an) authorized trustee(s) or agent(s) 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 he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

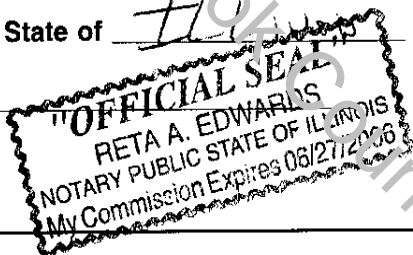
By Reta Edwards

Residing at Land Trust **LaSalle Bank National Association**

Notary Public in and for the State of Illinois

**4747 W. Dempster
Skokie, Illinois 60076**

My commission expires _____



Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

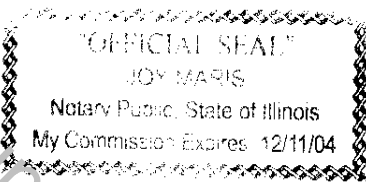
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 21st day of January, 2004 before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 Joy Maris Residing at _____

Notary Public in and for the State of Illinois

My commission expires 12-11-2004



NOTARY PUBLIC OF COOK COUNTY Clerk's Office

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EXHIBIT "A"

PARCEL "A":

A PARCEL OF LAND CONSISTING OF A PART OF EACH OF LOTS 1 AND 2 IN STOCK YARDS SUBDIVISION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF THE EAST 2120.35 FEET OF SAID EAST 1/2 OF SECTION 5 AT A POINT WHICH IS 64.77 FEET SOUTH FROM THE NORTH LINE OF SAID EAST 1/2 OF SECTION 5 AND RUNNING THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 2120.35 FEET, A DISTANCE OF 284.54 FEET, THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 214.70 FEET TO A POINT ON THE EAST LINE OF THE WEST 310.00 FEET OF SAID EAST 1/2 OF SECTION 5 WHICH IS 348.85 FEET SOUTH FROM THE NORTH LINE OF SAID EAST 1/2 OF SECTION 5; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 310.00 FEET OF SAID EAST 1/2 OF SECTION 5, A DISTANCE OF 250.68 FEET TO A POINT WHICH IS 98.18 FEET SOUTH FROM THE NORTH LINE OF SAID EAST 1/2 OF SECTION 5, THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 175.15 FEET TO A POINT WHICH IS 70.70 FEET SOUTH FROM THE NORTH LINE AND 2161.82 FEET WEST FROM THE EAST LINE OF SAID EAST 1/2 OF THE SECTION 5 AND THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 1348.00 FEET, AN ARC DISTANCE OF 41.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL "B":

A PARCEL OF LAND CONSISTING OF A PART OF EACH OF LOTS 1 AND 2 IN STOCK YARDS SUBDIVISION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF THE EAST 2120.35 FEET OF SAID EAST 1/2 OF SECTION 5, AT A POINT WHICH IS 54.00 FEET SOUTH FROM THE NORTH LINE OF SAID EAST 1/2 OF SECTION 5 AND RUNNING THENCE WEST ALONG A LINE WHICH IS 54.00 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID EAST 1/2 OF SECTION 5 (BEING THE SOUTH LINE OF WEST PERSHING ROAD AS WIDENED) A DISTANCE OF 14.45 FEET TO A POINT WHICH IS 510.00 FEET EAST FROM THE WEST LINE OF SAID EAST 1/2 OF SECTION 5, THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 200.24 FEET TO A POINT ON THE EAST LINE OF THE WEST 310.00 FEET OF SAID EAST 1/2 OF SECTION 5 WHICH IS 64.00 FEET SOUTH FROM THE NORTH LINE OF SAID EAST 1/2, THENCE SOUTH ALONG THE AFORESAID EAST LINE OF THE WEST 310.00 FEET, A DISTANCE OF 34.18 FEET, THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 175.15 FEET TO A POINT WHICH IS 70.70 FEET SOUTH FROM THE NORTH LINE AND 2161.82 FEET WEST FROM THE EAST LINE OF SAID EAST 1/2 OF SECTION 5, THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 1348.00 FEET AN ARC DISTANCE OF 41.89 FEET TO A POINT ON SAID WEST LINE OF THE EAST 2120.35 FEET OF THE EAST 1/2 OF SECTION 5, WHICH IS 64.77 FEET SOUTH FROM THE NORTH LINE OF SAID EAST 1/2 AND THENCE NORTH ALONG THE AFORESAID WEST LINE OF THE EAST 2120.35 FEET, A DISTANCE OF 10.77 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.