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Doc#: 0435118028
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 12/16/2004 10:12 AM Pg: 1 of 5

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~~

ATTN: Alicia Torres

SEND TAX NOTICES TO:

LaSalle Bank As Successor
Trustee to American National
Bank and Trust Company of
Chicago, successor Trustee
to Oak Park Trust and
Savings Bank, U/T/A 9446
DTD 1-29-85
135 S. LaSalle Street
Chicago, IL 60603

FOR RECORDER'S USE ONLY

6639316

This Modification of Mortgage prepared by:

The PrivateBank and Trust Company
Ten North Dearborn, Suite 900
Chicago, IL 60602
(312) 683-7100

Mail To: Box # 352

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 29, 2004, is made and executed between LaSalle Bank, ^{National Association} not personally but as Trustee on behalf of LaSalle Bank As Successor Trustee to American National Bank and Trust Company of Chicago, successor Trustee to Oak Park Trust and Savings Bank, U/T/A 9446 DTD 1-29-85 (referred to below as "Grantor") and The PrivateBank and Trust Company whose address is Ten North Dearborn Street, Suite 900, Chicago, IL 60602-4202 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 22, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded with the Recorder of Deeds of Cook County as Document No. 0404022110.

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

LOT 101 (EXCEPT THE WEST 4.89 FEET THEREOF) AND THE WEST 11.44 FEET OF LOT 102 IN THE SUBDIVISION OF BLOCK 5 IN SUFFERN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2318 W. Augusta, Chicago, IL 60622. The Real Property tax identification number is 17-06-312-026

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MODIFICATION OF MORTGAGE

(Continued)

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

Principal reduction from \$1,125,000 to \$625,000 and extension of maturity date from 6/22/2004 to 12/22/2004.

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 NOVEMBER 29, 2004.

GRANTOR:

National Association

LASALLE BANK/AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, SUCCESSOR TRUSTEE TO OAK PARK TRUST AND SAVINGS BANK, U/T/A 9446 DTD 1-29-85 AND NOT PERSONALLY

National Association

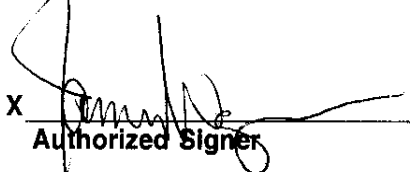
LASALLE BANK, Trustee of LaSalle Bank As Successor Trustee of American National Bank and Trust Company of Chicago, successor Trustee to Oak Park Trust and Savings Bank, U/T/A 9446 DTD 1-29-85 AND NOT PERSONALLY

By:  Trust Officer
Authorized Signer for LaSalle Bank

Trustee's Exoneration under attached hereto and made a part thereof.

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 2nd day of December, 2004 before me, the undersigned Notary Public, personally appeared Lourdes Martinez, Trust Officer of LaSalle Bank National Association

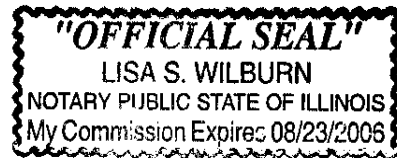
, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and 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 Lisa Wilburn

Residing at 135 S. LaSalle Street
Chicago, Illinois 60603

Notary Public in and for the State of Illinois

My commission expires _____



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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF COOK) SS)

On this 29th day of November, 2004 before me, the undersigned Notary Public, personally appeared James Wagner and known to me to be the Associate Managing Director, 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 Alicia Torres Residing at Berwyn IL

Notary Public in and for the State of Illinois

My commission expires 9-12-05



County Clerk's Office

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LASALLE BANK NATIONAL ASSOCIATION
 LAND TRUST DEPARTMENT
 RIDER - 4 WAY

RIDER ATTACHED HERETO AND MADE A PART HEREOF

MORTGAGE (TRANSFER AGREEMENT)
 (EXTENSION AGREEMENT)
 (ADDITIONAL ADVANCE AGREEMENT)
 (MODIFICATION OF MORTGAGE)

DATED NOVEMBER 29, 2004 UNDER TRUST NUMBER 9446

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 no personal liability shall be asserted to be enforceable against LASALLE BANK NATIONAL ASSOCIATION by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE BANK NATIONAL ASSOCIATION, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LASALLE BANK NATIONAL ASSOCIATION, personally or as said Trustee to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE BANK NATIONAL ASSOCIATION personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.