

UNOFFICIAL COPY

08015022

23/1/012, 51 001 Page 1 of 4
1998-11-10 11:33:48
Cook County Recorder 27.50



RECORDATION REQUESTED BY:
PULLMAN BANK AND TRUST CO.
6100 N. Northwest Highway
Chicago, IL 60631

WHEN RECORDED MAIL TO:
PULLMAN BANK AND TRUST CO.
6100 N. Northwest Highway
Chicago, IL 60631

LEONA KRASINSKI

FOR RECORDER'S USE ONLY

111072 BT 1/31 (0300)

This Modification of Mortgage prepared by: Pullman Bank & Trust Company
6100 N. NORTHWEST HIGHWAY
Chicago, Illinois 60631

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 25, 1998, BETWEEN Pullman Bank & Trust Company, as Trustee, as Trustee U/T/A dated August 15, 1997 and known as Trust #71-82391, (referred to below as "Grantor"), whose address is 1000 W. 111th Street, Chicago, IL 60628; and PULLMAN BANK AND TRUST CO. (referred to below as "Lender"), whose address is 6100 N. Northwest Highway, Chicago, IL 60631.

MORTGAGE. Grantor and Lender have entered into a mortgage dated September 26, 1997 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded in the Cook County Recorder's Office on 11/21/97 as Document No. 97877919

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

LOT FIFTY-SIX (56) IN BLOCK TWO (2) IN JOHN JOHNSTON JR'S SUBDIVISION OF TEN (10) ACRES IN THE NORTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION THIRTY-SIX (36), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2838 W. Palmer, Chicago, IL 60647. The Real Property tax identification number is 13-36-109-073.

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

Extend maturity date to September 25, 1999 and lower interest rate to Prime + 1%floating..

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 endorsers 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 #71-82391 AND DATED AUGUST 15, 1997.

BORROWER:

Pullman Bank & Trust Company as Trustee U/T #71-82391 and not individually

By: [Signature]
Asst. Vice President

By: _____

REPRODUCTION PROVISION RESTRICTING ANY LIABILITY OF THE TRUSTEE IS ATTACHED BY RIDER, AND IS EXPRESSLY MADE PART OF ORIGINAL DOCUMENTS HEREOF

LENDER:

PULLMAN BANK AND TRUST CO.

By: Maryann Raimondi
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOISS)

) ss

COUNTY OF COOK)

On this 21st day of October, 19 98, before me, the undersigned Notary Public, personally appeared Sean McLaughlin, Asst. Vice President, ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ of Pullman Bank & Trust Company, 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 [Signature] Residing at Pullman Bank and Trust Company
1000 E. 111th St., Chicago, IL 60628

Notary Public in and for the State of ILLINOIS

My commission expires August 27, 1999



UNOFFICIAL COPY

09-25-1998
Loan No 9002

MODIFICATION OF MORTGAGE
(Continued)

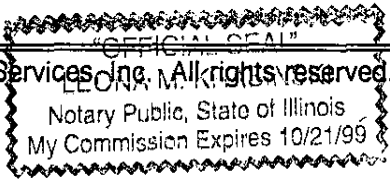
LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)

On this 25 day of September 19 98, before me, the undersigned Notary Public, personally appeared Maryann B. Ramirez 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 Leon M. Keirnski Residing at 6100 N. Northwest Hwy
Chicago, Illinois
Notary Public in and for the State of Illinois

My commission expires 10-21-99



LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.20a (c) 1998 CFI ProServices, Inc. All rights reserved.
[IL-G201 F3.26 OBRIEN.LN C8.OVL]

COOK County Clerk's Office

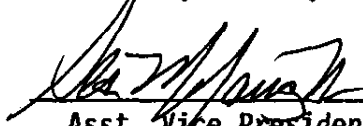
MORTGAGE EXONERATION RIDER

This *MORTGAGE* with its companion Note, is executed by *PULLMAN BANK AND TRUST COMPANY*, not personally but as Trustee under its Trust No. 71-82391 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said *PULLMAN BANK AND TRUST COMPANY*, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said *PULLMAN BANK AND TRUST COMPANY* personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied, herein contained, or on account of any *warranty or indemnification* made hereunder, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said *PULLMAN BANK AND TRUST COMPANY* personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

All the terms, provisions, stipulations, covenants and conditions to be performed by the undersigned, as to *HAZARDOUS SUBSTANCES*, are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or enforceable against the undersigned by reason of anything contained in said instrument.

ALL REPRESENTATIONS AND WARRANTIES ARE THOSE OF THE TRUST BENEFICIARIES ONLY AND THE TRUSTEE ASSUMES NO RESPONSIBILITY FOR THE TRUTH OR ACCURACY THEREOF.

Pullman Bank and Trust Company
As Trustee Under Trust Agreement Dated
8-15-1997, # 71-82391
Not Personally, But Solely As Trustee


Asst. Vice President
DATE: 10-21-1998