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1998-12-23 13:51:30
Cook County Recorder 27.00



RECORDATION REQUESTED BY:
Cosmopolitan Bank and Trust
801 North Clark Street
Chicago, IL 60610

WHEN RECORDED MAIL TO:
Cosmopolitan Bank and Trust
801 North Clark Street
Chicago, IL 60610

SEND TAX NOTICES TO:
Cosmopolitan Bank and Trust
801 North Clark Street
Chicago, IL 60610

FOR RECORDER'S USE ONLY

7417884 M.D. DR

This Modification of Mortgage prepared by: Cosmopolitan Bank and Trust
801 North Clark Street
Chicago, Illinois 60610

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 18, 1998, BETWEEN American National Bank & Trust Company of Chicago, not personally, but as Trustee under the provisions of a Trust Agreement dated June 12, 1991 and known as Trust No. 114023-02, as Trustee, (referred to below as "Grantor"), whose address is 33 North LaSalle Street, Chicago, IL 60602; and Cosmopolitan Bank and Trust (referred to below as "Lender"), whose address is 801 North Clark Street, Chicago, IL 60610.

MORTGAGE. Grantor and Lender have entered into a mortgage dated February 19, 1993 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

The Mortgage was recorded on February 23, 1993 as document number 93141214 by the Cook County Recorder's Office.

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

Parcel 1: Lots 1 to 12, both inclusive, (except the South 4 feet of said Lots 1 through 12 and except that part of said Lots taken for streets by resolution adopted by the city council, passed September 16, 1970 recorded November 9, 1970 as Document 21311598) in C. Mac Alester's Subdivision of Block 1 of Vernon Park Addition to Chicago, being a subdivision of Blocks 38, 39, 44 and 45 in Canal Trustees' Subdivision of the West 1/2 and the West 1/2 of the Northeast 1/4 of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Parcel 2: Lot 1 (except the North 10 feet thereof) and Lot 2 (except the South 4 feet thereof) in the Subdivision of Lots 13 and 14 in C. Mac Alester's Subdivision of Block 1 of Vernon Park Addition to Chicago, being a Subdivision of Blocks 38, 39, 44 and 45 in Canal Trustees' Subdivision of the West 1/2 and the West 1/2 of the Northeast 1/4 of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Parcel 3: The East 1/2 of that part of vacated South Lytle Street lying West of and adjoining Lots 1 and 2 (excepting the North 10 feet of Lot 1 and the South 4 feet of Lot 2) in C. Mac Alester's Subdivision of Block 1, of Vernon Park Addition to Chicago, being a Subdivision of Blocks 38, 39, 44 and 45 in Canal Trustees' Subdivision of the West 1/2 and the West 1/2 of the Northeast 1/4 of Section 17, 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 1201 West Harrison Street, Chicago, IL 60607. The Real Property tax identification number is 17-17-308-001 thru 17-17-308-008.

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

The Principal Amount of the Promissory Note dated February 19, 1993, secured by the Mortgage,

BOX 333-CTI

shall be increased from \$2,256,323.30 to \$3,500,000.00, its maturity date shall be extended to January 1, 2004, its interest rate shall be decreased to a fixed rate of 8.50%, and Khushroo Patel shall be released from any and all obligations and/or liabilities resulting from said Promissory Note, as evidenced by the Change in Terms Agreement dated December 18, 1998..

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 ANB LAND TRUST NO. 114023-02 AND DATED JUNE 12, 1991.

BORROWER:


American National Bank & Trust Company of Chicago, not personally, but as Trustee under the provisions of a Trust Agreement dated June 12, 1991 and known as Trust No. 114023-02

By:  (SEAL)
Authorized Trust Officer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

LENDER:

Cosmopolitan Bank and Trust

By:  V.P.
Authorized Officer

Office

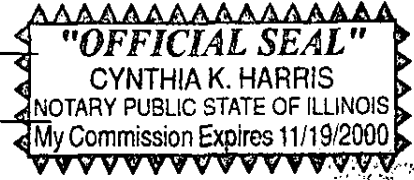
CORPORATE ACKNOWLEDGMENT

STATE OF IL)
) ss
COUNTY OF COOK)

On this 16th day of Dec, 19 98, before me, the undersigned Notary Public, personally appeared **Authorized Trust Officer of American National Bank & Trust Company of Chicago**, not personally, but as **Trustee under the provisions of a Trust Agreement dated June 12, 1991 and known as Trust No. 114023-02**, and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Cynthia K. Harris Residing at _____

Notary Public in and for the State of _____
My commission expires _____



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF COOK)

On this 16th day of Dec, 19 98, before me, the undersigned Notary Public, personally appeared Paul Minar and known to me to be the Police 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 Mary T. Green Residing at 801 N. Clark St. Chgo. Il. 60610.

Notary Public in and for the State of Illinois
My commission expires 5-10-2000

