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RECORDATION REQUESTED BY:

CIB Bank
333 North Quadrangle Drive
Bolingbrook, IL 60440

09069455

9010/0015 04.001 Page 1 of 4
1999-11-15 08:43:34
Cook County Recorder 27.00

WHEN RECORDED MAIL TO:

CIB Bank
333 North Quadrangle Drive
Bolingbrook, IL 60440



FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by: CIB Bank - Kari Searl
900 E. Higgins Road
Elk Grove Village, IL 60007

MODIFICATION OF MORTGAGE

LaSalle Bank National Association formerly known as

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 29, 1999, BETWEEN LaSalle National Bank, u/t/a dated 11/16/97 and known as Trust No. 121433, jointly and severally, as Trustee, (referred to below as "Grantor"), whose address is 858 W. Armitage Avenue, Chicago, IL 60614 and; and CIB Bank (referred to below as "Lender"), whose address is 333 North Quadrangle Drive, Bolingbrook, IL 60440.

MORTGAGE. Grantor and Lender have entered into a mortgage dated February 13, 1998 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded on February 17, 1998 at Cook County Recorder's Office as Document No. 98-123026

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

LOTS 15, 16 & 17 IN BLOCK 12 IN STEPHEN F. GALE'S SUBDIVISION OF BLOCK 12 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8 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 1118-1124 West Fulton, Chicago, IL 60603. The Real Property tax identification number is 17-08-409-002 and 17-08-409-003.

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

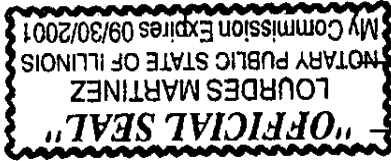
UNDER "INDEBTEDNESS", CHANGE LAST SENTENCE TO READ AS FOLLOWS: At no time shall the principal amount of the indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage exceed \$1,170,000.00.

UNDER "NOTE", CHANGE TO READ AS FOLLOWS: The word "Note" means the Letter of Credit No. 2323091 dated November 1, 1999, in the original principal amount of \$170,000.00 for the account of Bassam Haj Yousif in care of Capital Property Development to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidation of, and substitutions for the promissory note or agreement.
All other terms and conditions remain unchanged..

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

BOX 333-GT

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My commission expires _____

Notary Public in and for the State of _____

Illinois

By: *[Signature]*

Residing at _____

Chicago, Illinois

On this 1st day of November, 19 99, before me, the undersigned Notary Public, personally appeared Trust Officer of LaSalle National Bank, u/v/a dated 11/16/97 and known as Trust No. 121433, jointly and severally, 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.

COUNTY OF Cook
STATE OF Illinois
(formerly known as LaSalle Bank National Association)
*Nancy A. Carlin, Asst. Vice President

CORPORATE ACKNOWLEDGMENT

LENDER: CIB Bank

By: *[Signature]*
Authorized Officer

Assistant Vice President

By: *[Signature]*
Trust Officer

BORROWER: LaSalle National Bank, u/v/a dated 11/16/97 and known as Trust No. 121433, jointly and severally as trustee and not personally
See Exhibit 'A' for Trustee's Exoneration Clause
LaSalle Bank National Association formerly known as

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. 121433 AND DATED NOVEMBER 16, 1997.

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.

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LENDER ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Kendall) ss



On this 20th day of October, 19 99, before me, the undersigned Notary Public, personally appeared Joseph C. Ross and known to me to be the Senior 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 Karl L. Searl Residing at 333 Quadrangle Dr. Bolingbrook, IL 60440
Notary Public in and for the State of Illinois
My commission expires 09-23-2002

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[IL-G201 E3.27 F3.27 P3.27 50000966.LN C2.OVI.]

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COOK County Clerk's Office

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RIDER ATTACHED TO AND MADE A PART OF
(TRANSFER AGREEMENT)
MORTGAGE (EXTENSION AGREEMENT)
(ADDITIONAL ADVANCE AGREEMENT)
(MODIFICATION AGREEMENT)

09069455

DATED 10/29/99 UNDER TRUST NO. 121433

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 environment damage.