

# UNOFFICIAL COPY

89387018

## MODIFICATION OF MORTGAGE

89387018

This Agreement entered into as of this 13th day of July, 1989, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated December 4, 1978, and known as Trust Number 45385 (hereinafter the "Mortgagor") and EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association (hereinafter the "Mortgagee").

### WITNESSETH:

That, WHEREAS, the Mortgagor executed a Mortgage covering a certain Parcel of Real Estate in Cook County, Illinois (which Parcel is legally described in Exhibit "A" hereto) on the 13th day of July, 1988 to secure payment of a certain Note in the original principal amount of ONE HUNDRED FORTY THOUSAND and 00/100 DOLLARS (\$140,000.00); and

WHEREAS, said Mortgage was recorded as Document No. 88310925 in the Office of the Cook County Recorder of Deeds; and

WHEREAS, the Mortgagee and the Mortgagor agree that the Mortgage be modified as hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing it is agreed that the first paragraph appearing on Page One of the Mortgage immediately following the word "WITNESSETH" is hereby deleted and the following inserted in lieu thereof:

"That Whereas, Mortgagor is indebted pursuant to the terms of a revolving note (hereinafter the "Note") dated July 13, 1988 in the original principal amount of ONE HUNDRED FORTY THOUSAND and 00/100 DOLLARS (\$140,000.00). Pursuant to the terms on an Extension Note of even date, the unpaid principal balance outstanding from time to time as been extended until July 13, 1990. All payments on account of the indebtedness evidenced by the Note to be first applied to interest on the unpaid principal balance and the remainder to principal. All payments hereunder to be made at the Office of the Exchange National Bank of Chicago, 120 S. LaSalle Street, Chicago, IL 60603. This Mortgage shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rates as may be agreed upon. No renewal, extension, modifications or change in the rate of interest or the terms shall impair in any manner the validity or priority of this Mortgage, nor shall release the Mortgagor from any liability for the indebtedness thereby secured."

All the terms of the Mortgage are hereby incorporated by reference herein and in all respects, the Mortgage, except as hereby modified, shall remain in full force and effect. Mortgagor, by execution of this Agreement, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage.

This Modification of Mortgage is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, ("Bank"), not personally but as Trustee as aforesaid in the exercise of

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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Suzanne Goldstein, formerly of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and Marta K. Lutke of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth; and the said \_\_\_\_\_ then and there acknowledged that said ASSISTANT SECRETARY

SECOND

COUNTY OF COOK )

))SS.

STATE OF ILLINOIS )

Property of Cook County Clerk's Office

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee

By: [Signature] Its: [Signature]

By: [Signature] Its: [Signature]  
ATTEST:

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by \_\_\_\_\_ and attested by its \_\_\_\_\_ the day and year first above written.

the power and authority conferred upon and vested in it as such Trustee (and said Bank, 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 said Mortgagee or on said Bank 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, all such liability, of any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagee and its successors and said Bank personally are concerned, the legal holder or holders of said Note and the owner or owners of the 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 any guarantor.

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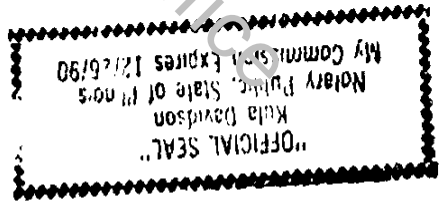
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DEPT-01 \$13.25  
T#1111 TRNN 9049 08/18/89 19:58:00  
#329 # A \* 07-387018  
COOK COUNTY RECORDER

Record and Return To:  
Exchange National Bank of Chicago  
120 S. LaSalle Street  
Chicago, IL 60603  
Attn: Ms. Maureen Devine

This Document Prepared By:  
David E. Zarski  
Exchange National Bank of Chicago  
120 S. LaSalle Street  
Chicago, IL 60603



My Commission Expires:

Notary Public

*[Handwritten Signature]*

GIVEN under my hand and notarial seal this 18 day of AUG 1989

as custodian of the corporate seal of said Bank, did affix said seal and attest to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth.

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