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MODIFICATION OF MORTGAGE

This Modification of Mortgage entered into as of this 30th day of July, 1990 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, whose address is 33 North La Salle Street, Land Trust Department, Chicago, Illinois 60690, no personally but solely as Trustee of a Trust Agreement dated October 1, 1989 and known as Trust No. 109678-00 (hereinafter the "Mortgagor") and EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association, whose address is 120 South La Salle Street, Chicago, Illinois 60603 (hereinafter the "Mortgagee").

DEPT-01 RECORDING \$16.00
T4444 TRAN 1425 09/12/90 10:36:00
#9888 D *-90-444887
COOK COUNTY RECORDER

WITNESSETH:

That, WHEREAS, the Mortgagor executed a Mortgage dated October 27, 1990 (the "Original Mortgage") covering a certain Parcel of Real Estate in Cook County, Illinois (which Parcel is legally described in Exhibit "A" hereto) to secure payment of a certain Note dated October 27, 1989 (the "Original Note") in the original principal amount of Fifty Thousand and 00/100 Dollars (\$50,000.00); and

WHEREAS, said Original Mortgage was recorded on November 3, 1989 as Document No. 89523989 in the Office of the Cook County Recorder of Deeds; and

WHEREAS, pursuant to a certain Modification and Extension Note dated even date herewith (the "Modification Note"), the outstanding principal balance of the Original Note has been increased to Fifty Eight Thousand and 00/100 Dollars (\$58,000.00); and

WHEREAS, in consideration of the execution by the Mortgagor of the Modification Note and its acceptance by Mortgagee, the Mortgagee and the Mortgagor agree that the Original Mortgage be modified in the respects, but only in the respects, as hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing it is agreed that the first two paragraphs appearing on Page One of the Original are hereby deleted and the following inserted in lieu thereof:

"This INDENTURE, made as of this 27th day of October, 1989, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, whose address is 33 North La Salle Street, Land Trust Department, Chicago, Illinois 60690, 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 October 1, 1989, and known as Trust Number 109678-00 (herein referred as "Mortgagor") and EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association, having its main office at 120 South La Salle Street, Chicago, Illinois 60603 (herein referred to as "Mortgagee") witnesseth

"Whereas, Mortgagor is indebted pursuant to the terms of a Note (hereinafter the "Original Note") dated October 27, 1989 in the original principal amount of Fifty Thousand and 00/100 (\$50,000.00) bearing interest prior to maturity at a per annum rate of R+1.00%, and after maturity at a per annum interest rate of R+3.00%. If the designation of said rate includes the letter "R" or the term "Reference," such letter or term shall mean the "Reference Rate," which at any time, and from time to time, shall be the rate of interest then most recently announced by Mortgagee as its Reference Rate; and each change in the interest rate hereon shall take effect on the effective date of the change in the Reference Rate. Mortgagee shall not be obligated to give notice of any change in the Reference Rate. The Reference Rate shall be computed on the basis of a year consisting of 360 days and shall be paid for the actual number

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of days elapsed, unless otherwise specified herein. Pursuant to the terms of a Modification and Extension Note dated July 30, 1990 (the "Modification Note"; the Original Note as previously extended and as modified and extended by the Modification Note being collectively referred to herein as the "Note"), the unpaid principal balance of the Note has been increased to Fifty Eight Thousand and 00/100 Dollars (\$58,000.00). Interest thereon shall be paid monthly beginning on August 30, 1990 and continuing on the same day of each month thereafter. Payment of principal and interest to equal the total balance then remaining unpaid shall be due on the 30th day of October, 1990, unless extended by agreement of the Mortgagor and the Mortgagee. 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 South La Salle Street, Chicago, Illinois 60603. No renewal, extension, modifications or change in the rate of interest or the terms of the Original Note 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 Original 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 Modification of Mortgage, 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, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and said Trustee, 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 Mortgagor or on said Trustee 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 Mortgagor and its successors and said Bank personally are concerned, the legal holder of 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.

IN WITNESS WHEREOF, this Modification of Mortgage has been duly executed the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee aforesaid

ATTEST:

By: _____

Its: _____

[Handwritten Signature]
Asst Secy

By: _____

Its: _____

[Handwritten Signature]
20000

EXCHANGE NATIONAL BANK OF CHICAGO

ATTEST:

By: _____

Its: _____

By: _____

Its: _____

[Handwritten Signature]
V.P.

90-24-547

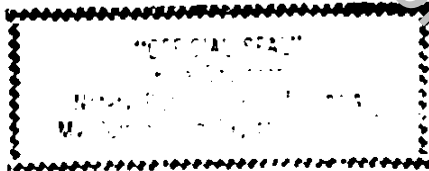
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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

i, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that P. JOHANSEN of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and J. Michael Whelan of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such AND MICHAEL and ASSISTANT, 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 ASSISTANT then and there acknowledged that said HE, 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.

GIVEN under my hand and notarial seal this 28th day of August, 1990.



[Signature]
Notary Public

My Commission Expires:

Notary of Cook County Clerk's Office

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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that: _____ of EXCHANGE NATIONAL BANK OF CHICAGO, and _____ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, 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 _____, 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.

GIVEN under my hand and notarial seal this _____ day of August, 1990.

Notary Public

My Commission Expires:

GKF:gt
F81501.AGR
August 17, 1990

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EXHIBIT "A"

Lot 11 and the South 1/2 of Lots 10 in Block 10 in Carter's Resubdivision of Blocks 1, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14, 15 and Lots 2, 4, and 5 in Block 17 in Carter's Subdivision of Blocks 1, 2, 3, 4, and 7 in Clifford Addition to Chicago, being a Subdivision of part of the East 1/2 of the Southwest 1/4 of Section 1, Township 39, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 1012 N. Mozart, Chicago, Illinois 60622

Permanent Tax No: 16-01-311-023

Property of Cook County Clerk's Office
8044-1887