

UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
FIRST NATIONAL BANK OF NORTHBROOK  
1300 Meadow Road  
Northbrook, IL 60062

91213932

WHEN RECORDED MAIL TO:  
FIRST NATIONAL BANK OF NORTHBROOK  
1300 Meadow Road  
Northbrook, IL 60062

DEPT-01 RECORDING \$15.00  
T#8888 TRAN 8484 05/07/91 12:20:00  
#0917 # H \* - 91 - 213932  
COOK COUNTY RECORDER

SEND TAX NOTICES TO:  
FIRST NATIONAL BANK OF NORTHBROOK  
1300 Meadow Road  
Northbrook, IL 60062

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



First National Bank of Northbrook  
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 9, 1991, BETWEEN First National Bank of Northbrook, a National Banking Association, as Trustee under the provisions of a Trust Agreement dated 7/15/85 and known as Trust #298, (referred to below as "Grantor"), whose address is 1300 Meadow Rd, Northbrook, IL 60062; and FIRST NATIONAL BANK OF NORTHBROOK (referred to below as "Lender"), whose address is 1300 Meadow Road, Northbrook, IL 60062.

MORTGAGE. Grantor and Lender have entered into a mortgage dated April 9, 1990 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage Document #90192320, 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:

The East 31 1/2 feet of Lot 14 as measured on North Line thereof and the West 18 1/2 feet of Lot 15 as measured on North Line thereof in Dunning's Subdivision of Block 20 in Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 825 W. Altgeld, Chicago, IL 60614. The Real Property tax identification number is 14-29-424-021.

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

The remaining unpaid indebtedness of \$50,000.00 is extended to 10/1/91 and shall be repaid in monthly installments of interest commencing 5/31/91; The final installment shall be the entire remaining balance of Principal and interest and shall be due 10/9/91. All payments shall include interest on the unpaid Principal balance from time to time at the variable rate of Wall Street Journal Prime +1% per annum. The Mortgage and Note therein are accordingly extended to 10/1/91.

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.

GRANTOR:

X First National Bank of Northbrook, as Trustee under Trust Agreement dated 7-15-85 and known as Trust #298 and not personally.

BY: Steven R. Flint  
Steven R. Flint, Asst. Vice President

LENDER:  
FIRST NATIONAL BANK OF NORTHBROOK

ATTEST: Diane E. Brockhoff  
Diane E. Brockhoff, Asst. Trust Officer

By: \_\_\_\_\_  
Authorized Officer

SUBJECT TO THE TAX  
HEREIN AND MAINTENANCE

91213932

# 15.00  
E

OPTIONAL PROVISIONS ATTACHED  
PART HEREOF

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this day before me, the undersigned Notary Public, personally appeared First National Bank of Northbrook, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

By \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ 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 instrument and that the seal affixed is the corporate seal of said Lender.

By \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_

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STATE OF ILLINOIS  
COUNTY OF LAKE

I, Tracy Lease, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Steven R. Flint, Assistant Vice President of FIRST NATIONAL BANK OF NORTHBROOK and Diane E. Brockhoff, Assistant Trust Officer thereof, personally known to me to be the named persons whose names are subscribed to the foregoing instrument as Assistant Vice President and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered 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 Assistant Trust Officer did also then and there acknowledge that she as custodian of the corporate seal of said Bank did affix said instrument as her own 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 22<sup>nd</sup> day of April, A.D. 1991

" OFFICIAL SEAL "  
TRACY LEASE  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/2/94

Tracy Lease  
Notary Public

UPATOR'S PROVISIONS ATTACHED  
1 PART HEREOF

2661211

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the Trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as such Trustee and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the First National Bank of Northbrook or any of the beneficiaries under said Agreement or on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

PRINTED TO THE END  
HEREOF AND MADE A