

UNOFFICIAL COPY

KPB 198230/8389W

MODIFICATION OF MORTGAGE

91237857

This Modification of Mortgage is made this 1st day of April, 1991 between LaSalle National Trust, N.A., not personally but solely as Trustee under Trust Agreement dated January 30, 1991 and known as Trust No. 116083 ("Borrower") and William Levy ("Lender").

WITNESS:

1. Reference is hereby made to that certain Mortgage dated January 30, 1991 executed and delivered by Borrower, to and for the benefit of Lender, recorded on February 15, 1991 in Cook County, Illinois as document no. 91-074205 ("Mortgage") encumbering the property described in the attached Exhibit "A."

2. As evidence of a new loan made by Lender to Borrower this date, Borrower has executed and delivered to Lender an additional Promissory Note in the original principal amount of \$10,000.00 (with interest and charges as stated therein) dated of even date herewith ("Additional Note").

3. As security for the Additional Note and the payment and performance thereof strictly in accordance with the terms thereof, Borrower hereby agrees that the lien of, and all other terms and covenants contained in, the Mortgage also are given and made to secure the payment and performance of the Additional Note.

4. A default under the terms of the Additional Note shall be deemed an Event of Default under the Mortgage.

5. In all other respects, the Mortgage is hereby reaffirmed.

[Trustee - Affix Exculpatory Clause Here]

COOK COUNTY CLERK'S OFFICE

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RIDER ATTACHED TO AND MADE A PART OF

- (TRANSFER AGREEMENT)
- (EXTENSION AGREEMENT)
- (ADDITIONAL ADVANCE AGREEMENT)
- (MODIFICATION AGREEMENT)

MORTGAGE

91207957

Dated April 1, 1991

Under Trust No. 116083

This instrument is executed LASALLE NATIONAL TRUST, N.A., 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 NATIONAL TRUST, N.A. are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against LASALLE NATIONAL TRUST, N.A. by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL TRUST, N.A., 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 NATIONAL TRUST, N.A., 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 NATIONAL TRUST, N.A. 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.

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STATE OF Illinois)
COUNTY OF Cook)

I, William Levy, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ President and _____, as _____ Secretary of LASALLE NATIONAL TRUST, N.A., a national banking association, as Trustee under Trust Agreement dated January 30, 1991 and known as Trust No. 116083, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ Secretary of said Bank, 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 for the uses and purposes therein set forth; and said _____ Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of MAY, 1991.

Notary Public
"OFFICIAL SEAL"
KATHLEEN M. LEAKS
NOTARY PUBLIC
STATE OF ILLINOIS
My Commission Expires 9/2/91

STATE OF Illinois)
COUNTY OF Cook) SS

I, Kathleen M. Leaks, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM LEVY appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of April, 1991.

Kathleen M. Leaks
Notary Public 91237857

"OFFICIAL SEAL"
KATHLEEN M. LEAKS
NOTARY PUBLIC
STATE OF ILLINOIS
My Commission Expires 9/2/91

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EXHIBIT "A"

PARCEL 1

LOT 39 AND THE SOUTH 1/2 OF LOT 40 IN BLOCK 3 IN SECOND ADDITION TO WEST PULLMAN, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 12323 S. Emerald, Chicago, Illinois
PIN: 25-28-301-007

PARCEL 2

LOT 180 IN ALBERTON'S ENGLEWOOD ADDITION SAID ADDITION BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 2010 W. 68th Street, Chicago, Illinois
PIN: 20-19-309-042

PARCEL 3

LOT 37 IN BLOCK 1 IN WIERSEMAS SUBDIVISION OF THE SOUTH 5 ACRES OF LOT 47 AND THE NORTH 5 ACRES OF LOT 50 (EXCEPT THE WEST 33 FEET THEREOF) IN THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 225 W. 109th Street, Chicago, Illinois
PIN: 25-16-416-013

PARCEL 4

LOT 22 IN BLOCK 1 IN CENTRAL SUBDIVISION, BEING A SUBDIVISION OF THE EAST 2/3 (EXCEPT THE WEST 54.83 FEET THEREOF) THE SOUTH 10 ACRES OF THE NORTH 31 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 5207 S. Green, Chicago, Illinois
PIN: 20-08-414-077

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In witness hereof, the parties have executed this Modification of Mortgage on the date first written above.

BORROWER:

LASALLE NATIONAL TRUST, N.A., as
Trustee aforesaid and not personal

ATTEST:

By: [Signature]
Its: Vice-President

[Signature]
Its: Assistant Secretary

LENDER:

[Signature]
WILLIAM LEVY

KRW File No. 2001.165
RETURN TO RECORDER'S BOX 340

Prepared by:

Kevin P. Breslin
Katz Randall & Weinberg
200 N. LaSalle Street
Suite 2300
Chicago, Illinois 60601

Property of Cook County Clerk's Office
91237857