UNOFFICIAL

### RECORDATION REQUESTED BY:

BROADWAY BANK 5980 N. BROADWAY CHICAGO, IL 60660

92615971

WHEN RECORDED MAIL TO:

BROADWAY BANK 5960 N. BROADWAY CHICAGO, IL 60660

DEPT-01 RECORDING

\$23,50

T42222 TRAN 6616 08/19/92 14:18:00 \$1466 \$ **\*-92-615971** 

COOK COUNTY RECORDER

SEND TAX NOTICES TO:

**BROADWAY BANK** 6960 N. BROADWAY CHICAGO, IL 60%

BPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

OF ILLINOIS

THIS MODIFICATION OF MORTGAGE IN DATED JULY 9, 1992, BETWEEN MBD TRUST COMPANY as Trustee, (referred to below as "Grantor"), whose address is , R. ; and BROADWAY DANK (referred to below as "Lender"), whose address is 5960 N. BROADWAY, CHICAGO, IL 60660.

MORTGAGE. Grantor and Lender have united into a mortgage dated July 9, 1991 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED THE COUNTY OF COOK, STATE OF ALLINOIS AS DOCUMENT #91368897

REAL PROPERTY DESCRIPTION. The Mortgage covers the deligious described real property (the "Real Property") located in COOK County, State of Winola:

LOTS 8, 9, 10, AND 11 IN BLOCK 8 IN CAIRDUFF'S ADDITION TO EDGEWAYER IN SECTION 5, 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 5718 N. BRCALWAY, CHICAGO, IL 60660. The Real Property tax identification number is 14-05-324-018-0000.

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

MATURITY DATE EXTENDED TO: JULY 9, 1993 FROM: JULY 9, 1992.

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CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Marigage shall remain unchanged and in tuli force and affect. Co Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Modifications as changed above nor obligate to lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement of 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 andorsers to be 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 and Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-eighing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to be 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. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS 1184 AND DATED OCTOBER 10, 1990.

MERSEL COLLING ON A KELLERY

BORROWER:

ILLINOIS, not personally but as Trustee under Trust 10. NED TRUST COMPANY OF

TRUST

LENDER

BROADWAY

Authorized Office

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# MODIFICATION OF MORTGAGE (Continued)

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UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF

MODIFICATION OF MORTGAGE

DATED

DATED

JULY 9, 1992

UNDER TRUST NO. 1185-CH

This instrument is executed by NBD TRUST COMPANY OF ILLINOIS, not personally, but solely as Trustee as aforesaid, and the executed by NBD TRUST COMPANY OF ILLINOIS, not personally, but solely as Trustee as aforesaid, and the executed by NBD TRUST COMPANY OF ILLINOIS, not personally, but solely as Trustee. All the terms. tin the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, Eprovisions, stipulations, covenants and conditions to be performed by NBO TRUST COMPANY OF ILLINOIS are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be assemted or be enforceable against NBO TRUST COMPANY OF ILLINOIS, by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said NBO TRUST COMPANY OF ILLINOIS, 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 from or hereafter claiming any right or security hereunder. No duty shall rest upon NBO TRUST COMPANY OF ILLINOIS, personally or as said Trustee, to sequester the rents, issues and profits arising from the property in said trust estage, or the proceeds arising from the sale or other disposition thereof; but so far as said Trustee and its successors and said NBO TRUST COMPANY OF ILLINOIS, 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 nortgaged 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 73 personal liability of the guarantor, if any.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this 47 document that NBD TRUST COMPANY OF ILLINOIS shall have no liability, contingent or otherwise, arising out of, or in any way related to. (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising but of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials; and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.