

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

BROADWAY BANK
6960 N. BROADWAY
CHICAGO, IL 60660

92615971

Exemptory

WHEN RECORDED MAIL TO:

BROADWAY BANK
6960 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 60660

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

Jh
OF ILLINOIS

THIS MODIFICATION OF MORTGAGE IS DATED JULY 9, 1992, BETWEEN NBD TRUST COMPANY, as Trustee, (referred to below as "Grantor"), whose address is, IL ; and BROADWAY BANK (referred to below as "Lender"), whose address is 6960 N. BROADWAY, CHICAGO, IL 60660.

MORTGAGE. Grantor and Lender have entered 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 ILLINOIS AS DOCUMENT #91368897

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

LOTS 8, 9, 10, AND 11 IN BLOCK 8 IN CAIRDUFF'S ADDITION TO EDGEWATER 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. BROADWAY, CHICAGO, IL 60660. The Real Property tax identification number is 14-06-324-018-0000.

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

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

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. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS 1185 AND DATED OCTOBER 10, 1990.

BORROWER:

NBD TRUST COMPANY OF ILLINOIS, not personally but as Trustee under Trust No. 1185-01

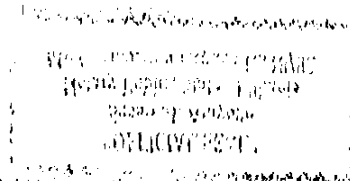
By: *[Signature]*
VICE PRESIDENT TRUST OFFICER

[Signature]
TRUST OFFICER

LENDER:

BROADWAY BANK

By: *[Signature]*
Authorized Officer



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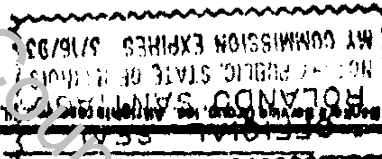
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Property of Cook County

NOTARY PUBLIC, STATE OF ILLINOIS, My Commission Expires 5/16/93

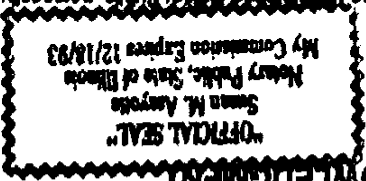


Notary Public in and for the State of Illinois

By Rolando Santibanez
Reading at 5960 W. Belmont Ave. E.C.
My commission expires 3/16/93
On the 18 day of April, 1992
before me, the undersigned Notary Public, personally appeared 56 West Belmont
and known to me to be the authorized agent for the Lender
that executed the within and foregoing instrument to be the free and voluntary act and deed of the said Lender,
justly 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 the said instrument, and is at the seal affixed in the corporate seal of said Lender.

LENDER ACKNOWLEDGMENT

Notary Public in and for the State of Illinois
By [Signature]
Reading at 307 N. MICHIGAN AVENUE, CHICAGO, IL 60601
My commission expires 12/18/93
On the 13 day of AUGUST, 1992
before me, the undersigned Notary Public, personally appeared [Signature]
and known to me to be the authorized agent of the corporation that executed the Modification of
Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of
its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the Modification and in fact
equipped the Modification on behalf of the corporation.



CORPORATE ACKNOWLEDGMENT

On the 13 day of AUGUST, 1992
before me, the undersigned Notary Public, personally appeared [Signature]
and known to me to be the authorized agent of the corporation that executed the Modification of
Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of
its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the Modification and in fact
equipped the Modification on behalf of the corporation.

RIDER ATTACHED TO AND MADE A PART OF
MODIFICATION OF MORTGAGE

See Attached

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, 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 NBD TRUST COMPANY OF ILLINOIS are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against NBD TRUST COMPANY OF ILLINOIS, by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said NBD 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 now or hereafter claiming any right or security hereunder. No duty shall rest upon NBD TRUST COMPANY OF ILLINOIS, personally or as said Trustee, to sequester the rents, issues and profits arising from the property in said trust estate, or the proceeds arising from the sale or other disposition thereof; but so far as said Trustee and its successors and said NBD 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 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.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this 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 out 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.

First American Title Order

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