

RECORDATION REQUESTED BY:

National Bank of Commerce
6600 St. Charles Road
Berkeley, IL 60183

WHEN RECORDED MAIL TO:

National Bank of Commerce
6600 St. Charles Road
Berkeley, IL 60183

SEND TAX NOTICES TO:

Cole Taylor Bank/Main
350 E. Dundee Road
Wheeling, IL 60090

92626938

DEPT-01 RECORDINGS 923.00
T#9999 TRAN 3179 08/24/92 16:04:00
#0007 * * * * * 424938
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JULY 2, 1992, BETWEEN Cole Taylor Bank/Main, as Trustee, not personally but as Trustee, (referred to below as "Grantor"), whose address is 350 E. Dundee Road, Wheeling, IL 60090; and National Bank of Commerce (referred to below as "Lender"), whose address is 6600 St. Charles Road, Berkeley, IL 60183.

MORTGAGE. Grantor and Lender have entered into a mortgage dated November 9, 1988 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded at the Cook County Recorder's Office on December 8, 1988 as Document #8864868

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

Parcel 1: Unit 1B-1A, Unit 1B-1B, Unit 1B-2A, Unit 1B-2B, Unit 1B-3A and Unit 1B-3B in Winchester Hill Condominiums, as delineated on a survey of certain portions of the East half of the South East Quarter of Section 1, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "B" to the Declaration of Condominium Ownership recorded as Document 24493604, as amended from time to time, together with their undivided percentage interests in the common elements as defined and set forth in said Declaration and Survey. ALSO Parcel 2: Easement for the benefit of Parcel 1 for ingress and egress over and across part of the East half of the South East Quarter of Section 1, Township 42 North, Range 10 East of the Third Principal Meridian, as created by the Declaration and Grant recorded as Document 24748034 and re-recorded as Document 24620818. AND Lot 6 (except the West 60.0 feet, except the North 135.75 feet, and except the South 40.0 feet thereof) in block 1 in Frederick H. Bartlett's Lawrence Avenue Subdivision of the Northwest Quarter of Section 17, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

The Real Property or its address is commonly known as 1572 Goodwin Drive & 6028 W. Lawrence, Palatine & Chicago, IL 60074/6063. The Real Property tax identification number is 02-01-401-013-1103; #02-01-401-013-1104; #02-01-401-013-1106; #02-01-401-013-1108; #02-01-401-013-1107; #02-01-401-013-1109.

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

Decrease in Interest Rate.

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 TRUST #88186 AND DATED OCTOBER 13, 1988.

BORROWER:

Cole Taylor Bank/Main as Trustee under Trust 88-186

By: Ned A. Superting
Authorized Officer Vice President

By: [Signature]
Authorized Officer Assistant Secretary

LENDER:

National Bank of Commerce

By: [Signature]
Authorized Officer

Exemption provision restricting any liability of Cole Taylor Bank stamped on the reverse side hereof or attached hereto is hereby expressly made a part hereof.

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Cook

On this 18th day of August, 19 92, before me, the undersigned Notary Public, personally appeared Authorized Officer and Authorized Officer of Cole Taylor Bank/Main, and known to me to be authorized agents 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 this Modification and in fact executed the Modification on behalf of the corporation.

By Bonnie Brill
Notary Public in and for the State of Illinois

Residing at 350 E. Dundee Wheeling, IL
My commission expires _____

OFFICIAL SEAL
BONNIE BRILL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 21, 1993

92626938

UNOFFICIAL COPY

EXCULPATORY CLAUSE

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, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee which are hereby subjecting to the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee, 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 holding the Trustee personally liable but are made and intended for the purpose of binding only that portion of the Trust property which is so designated herein, and this instrument is executed and delivered by said Trustee not in its own name but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility shall at any time be asserted or enforceable against Cole Taylor Bank ~~as a result of the Trust Agreement~~ under said Trust Agreement, 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.

COLE TAYLOR BANK

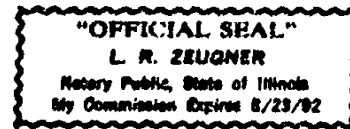
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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
JAN 10 1968
RECORDED

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF COOK

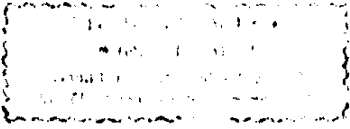


On this 18th day of August, 1992, before me, the undersigned Notary Public, personally appeared Carol L. Rushen and known to me to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act 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 said instrument and that the seal affixed is the corporate seal of said Lender.

By [Signature] Residing at 5500 St. Charles Rd., Berkeley, IL
Notary Public in and for the State of Illinois My commission expires 8/23/92

Property of Cook County Clerk's Office
926269335

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