

# UNOFFICIAL COPY

Prepared By  
J. Hea Ran  
Bank One Evanston  
800 Davis St  
Evanston, IL  
60201

92667027



## MORTGAGE MODIFICATION AGREEMENT

AGREEMENT dated as of June 21, 1992 between Bank One, Evanston, NA, F/K/A First Illinois Bank of Evanston, N.A., not personally but as Trustee under Agreement dated June 1, 1984 A/K/A Trust No. R-2970, the owner of the property and the mortgagor of the mortgage hereinafter described ("Mortgagor"); and Bank One, Evanston, NA F/K/A First Illinois Bank of Evanston, N.A. ("Mortgagee")

DEPT. OF RECORDING 125.50  
TRAN 7926 09/09/92 10100100  
5573 \* B \* -92-667027  
COOK COUNTY RECORDER

### RECITALE

- A. Mortgagor was originally indebted to Mortgagee in the principal sum of Ninety Four Thousand Five Hundred Dollars and NO/100 (\$94,500.00) as evidenced by a Mortgage Note ("Note") dated as of June 11, 1984, which Note is secured by a Mortgage, Security Agreement and Financing Statement ("Mortgage") and an Assignment of Rents applicable to a property commonly known as 814 Church Street, Evanston, Illinois, legally described on Exhibit "A" attached hereto, which document was recorded with the Cook County Recorder of Deeds on July 2, 1984 as Document Nos. 27155349 & 27155350 respectively, and was modified by a Mortgage Modification Agreement dated June 16, 1986 and recorded with the Cook County Recorder of Deeds as Document No. 86381012, and was further modified by a Mortgage Modification Agreement dated June 21, 1991.
- B. On June 21, 1992 Mortgagor requested an extension of the maturity date of the Note until June 21, 1994 and Mortgagee is willing to grant such request pursuant to the terms and conditions of the Note dated June 21, 1992 in the principal sum of Eighty Four Thousand Nine Hundred five Dollars and 99/100 ("84,905.99") ("Replacement Note").

NOW THEREFORE, in consideration of the above recitals, the parties hereto do hereby agree and acknowledge as follows:

- 1. Mortgagee and Mortgagor do hereby acknowledge that the Mortgage, Assignment of Rents and other applicable Security Documents are in full force and effect.
- 2. The Mortgage, Assignment of Rents and other Security Documents are hereby modified to provide that such instruments are also granted as collateral security for repayment of the Replacement Note.
- 3. In all other respects, the Mortgage, Assignment of Rents and other applicable Security Documents are hereby ratified and reaffirmed.

RECITALE SERVICES # 29-335 \$

92667027

25/30  
VE

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

9 2 6 6 7 0 2 7

This document was prepared by and to be returned to:

W. F. Appleby, Jr., Vice President  
Bank One, Evanston, NA  
800 Davis Street  
Evanston, Illinois 60204

DATED AT EVANSTON, ILLINOIS AS OF THE DATE FIRST ABOVE WRITTEN

Bank One, Evanston, NA  
F/K/A First Illinois Bank  
of Evanston as Trustee aforesaid

Bank One, Evanston, NA  
F/K/A First Illinois  
Bank of Evanston, N.A.

By:

*[Signature]*  
VICE PRESIDENT AND TRUSTEE

By:

Attest:

*[Signature]*  
ASSISTANT ADMINISTRATOR

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties, indemnities, and agreements herein made on the part of the Trustee shall in fact purporting to be the representations, covenants, undertakings, warranties, indemnities and agreements of said Trustee are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of holding said Trustee personally liable and intended for the purpose of binding only the trust property, 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 nor shall there be any claim or enforcement against BANK ONE, EVANSTON, N.A. or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenants, undertakings, warranties, indemnities or agreements of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties to this instrument and by all parties claiming by, through, or under them.

92667027

Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 2 3 5 7 0 2 7

EXHIBIT "A"

LOT 8 IN BENSON'S SUBDIVISION OF BLOCK 65 IN EVANSTON IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 11-18-304-007

add: 814 Church St., Evanston

Property of Cook County Clerk's Office

92667027

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 2012.

Property of Cook County Clerk's Office  
32667027