

UNOFFICIAL COPY

92843677

MODIFICATION TO MORTGAGE AND NOTE

This Modification to Mortgage and Note entered into this 1st day of July, 1992, by and between Lake View Trust and Savings Bank, as Trustee, under Trust Agreement dated June 2, 1987 and known as Trust Number 7335-00 ("Borrower") and LASALLE BANK LAKEVIEW, ("Mortgagee").

92843677

WITNESSETH:

WHEREAS, Borrower made, executed and delivered in that certain 9000 Note dated June 12, 1987 in the principal amount of Fifty Two Thousand Five Hundred and 00/100 Dollars (\$52,500.00) ("Note") to Mortgagee, which Note is secured by the Mortgage dated June 12, 1987, and all riders thereto ("Mortgage") which was recorded on June 17, 1987 as Document No. 87-329801 in the Office of the Recorder of Deeds, Cook County, Illinois; and

WHEREAS, the principal amount of \$49,134.11 remains unpaid on the Note as of the date hereof; and

WHEREAS, Borrower has requested Mortgagee to extend the maturity date of the loan ("Loan") evidenced by the Note; and

WHEREAS, Borrower has requested and Mortgagee has agreed to modify the Mortgage and Note to extend the maturity date of the Note on the terms and conditions set forth herein; and

WHEREAS, borrower recognizes and affirms that the lien of the aforesaid mortgage held by Mortgagee is a valid and existing lien on the real property located in Cook County, State of Illinois, legally described in Exhibit "A" attached hereto and incorporated by reference herein ("Premises");

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. The foregoing recitals are incorporated by reference as if fully set forth herein.
2. Borrower hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in the Mortgage and Note to be performed by Borrower therein at such time and in such manner in all respects as provided therein and to be bound by all the terms and provisions of said Mortgage and Note as modified thereby.

COOK COUNTY RECORDER
11/12/92 11:06:00
92843677

1142457

UNOFFICIAL COPY

3. The Mortgage and Note shall be modified to provide as follows:

- (a) The "Principal" (as such term is defined in the Note) as of the effective date hereof is \$49,134.11;
- (b) The applicable yearly rate of interest shall be 9.00%;
- (c) The Maturity Date (as such term is defined in the Note) shall be June 1, 1997; and
- (d) The monthly payment amount shall be \$442.07 and shall be due and payable on the 1st day of each month commencing July 1, 1992, with a final payment of all principal plus accrued interest due on the Maturity Date.

4. Borrower agrees that all references in the Note to the "Mortgage" or "Security Instrument" shall be deemed to be references to the Mortgage as modified hereby, and Borrower further agrees, recognizes and affirms that the Mortgage is hereby supplemented and modified to secure the Note as modified hereby.

5. Borrower agrees that all references in the Mortgage to the "Note" shall be deemed to be references to the Note as modified hereby.

6. Except as herein modified, the terms and covenants of the Mortgage and Note shall remain in full force and effect.

7. Borrower represents and warrants to Mortgagee that there are no mortgages or subsequent liens presently outstanding against the Premises other than the aforementioned Mortgage.

8. The Premises shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and nothing done pursuant hereto shall affect or hinder the conveyance affected by the Mortgage except as expressly provided herein; provided, further, that the parties hereto expressly agree that the lien of the Mortgage is a valid and existing lien on the Premises, and execute this Agreement on the express condition that the execution of this Modification to Mortgage and Note will not impair the lien of said Mortgage, and that upon a breach of said condition, that this Agreement will not take effect and shall be void.

9. The original signed copy of this Modification to Mortgage and Note shall be duly recorded in the Office of the Recorder of Deeds, Cook County, Illinois. This Supplement and Modification to Mortgage and Note, together with the original Mortgage and Note, shall constitute the terms and conditions of the Mortgage and the Note and shall be binding upon Borrower and its successors and assigns.

UNOFFICIAL COPY

10. This Modification and the terms contained herein shall become effective on July 1, 1992.

11. Borrower hereby agrees to pay Mortgagee a fee for procurement of a title report showing any and all recorded liens against the Premises.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

LA SALLE NATIONAL TRUST, N.A. not personally but as Trustee, under the authority of LA SALLE NATIONAL BANK, a national corporation subsidiary to LA SALLE BANK LAKE VIEW, formerly LAKE VIEW TRUST AND SAVINGS BANK

Lake View Trust and Savings Bank, as Trustee, under Trust Agreement dated June 2, 1987 and Known as Trust Number 7335

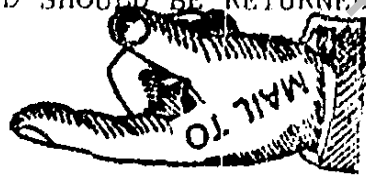
By: [Signature]
G. R. Reinhard
Its: Asst. Vice President & Asst. Secretary

LaSALLE BANK Lake View

By: [Signature]
Its: [Signature]

THIS DOCUMENT PREPARED BY AND SHOULD BE RETURNED TO:

LaSalle Bank Lake View
3201 N. Ashland Avenue
Chicago, Illinois 60657
ATTN: Cathy Williams



RIDER "A" ATTACHED HEREIN AND MADE A PART HEREOF

92063674

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT PAGE 3 OF 5 / 7

Legal Description:

LOT 52 AND THE EAST 2 FEET OF LOT 51 IN JOHN P. ALTGELD'S
SUBDIVISION OF THE EAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 20,
TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, LYING EAST OF THE EASTERLY LINE OF RIGHT OF WAY OF
CHICAGO AND EVANSTON RAILROAD, IN COOK COUNTY, ILLINOIS.

Permanent Tax I.D. No.: 14-20-331-037

Address: 1225 W. MELROSE CHICAGO, IL

Property of Cook County Clerk's Office

92343677

UNOFFICIAL COPY

RIDER "A"

RIDER ATTACHED TO ADD MADE A PART OF

(
MORTGAGE (LOAN MODIFICATION TO MORTGAGE AND NOTE
(
(

Dated: July 21, 1992 Rider Trust No. 24-7333-00

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 personal 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 herebefore 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.

form XX0786
5/1/90

97342677

Adair County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gordon R. Reinhard Assistant Vice President and Assistant Secretary of LASALLE NATIONAL TRUST, N.A., who is personally known to me to be the same person whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, appeared before me this day in person and acknowledged that said Trust Officer, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as said Trust Officer's own free and voluntary act and as the free and voluntary act of said Corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of September, 1992.

Gerald R. Smith
Notary Public

My Commission Expires: _____



PROPERTY OF COOK COUNTY CLERK'S OFFICE

99463677

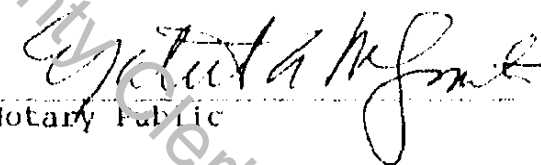
UNOFFICIAL COPY

1 2 3 4 5 6 7

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY, that Michael T. McGrogan, Senior Vice President of LASALLE BANK LAKE VIEW, who is personally known to me to be the same person which name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument of her own free and voluntary act and as the free and voluntary act of the said Corporation, for the uses and purposes therein set forth; and the said Senior Vice President then and there acknowledged that, as custodian of the Corporate Seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of September, 1992.


Notary Public

My Commission Expires: _____



STATE OF ILLINOIS)