

UNOFFICIAL COPY

93252826

RECORDATION REQUESTED BY:

FIRST NATIONAL BANK OF NORTHBROOK  
1300 MEADOW RD  
NORTHBROOK, IL 60062

WHEN RECORDED MAIL TO:

FIRST NATIONAL BANK OF NORTHBROOK  
1300 MEADOW RD  
NORTHBROOK, IL 60062

SEND TAX NOTICES TO:

Harris Bank Winnetka  
520 Green Bay Road  
Winnetka, IL 60093

DEPT-01 RECORDING \$23.00

1#8888 TRAN 3465 04/06/93 11:27:00

#6071 # 4-23-252626

COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



EXONERATION PROVISION RESTRICTING ANY LIABILITY OF BANK TRUSTEE. EITHER AFFIXED ON THIS OR ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO, IS EXPRESSLY MADE A PART HEREOF

First National Bank of Northbrook  
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 15, 1992, BETWEEN Harris Bank Winnetka, as Trustee, National Association, as Trustee under Trust Agreement dated July 24, 1979 and known as Trust #L-3148, (referred to below as "Grantor"), whose address is 520 Green Bay Road, Winnetka, IL 60093; and FIRST NATIONAL BANK OF NORTHBROOK (referred to below as "Lender"), whose address is 1300 MEADOW RD, NORTHBROOK, IL 60062.

MORTGAGE. Grantor and Lender have entered into a mortgage dated September 14, 1990 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage Document #90476890, recorded 10-01-90, Cook County Recorder.

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

LOT 3 IN ARTHUR DUNAS' SECOND ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF LOTS 1 TO 5 AND 11 TO 15 ALL INCLUSIVE IN BLOCK 3 IN A. MCDANIELS' ADDITION TO EVANSTON, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED SOUTH OF EWING'S ADDITION AND WEST OF COUNTY ROAD IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2208 Bennett Ave., Evanston, IL 60201. The Real Property tax identification number is 10-11-415-009-0000.

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

The remaining unpaid indebtedness of \$80,000.00 is extended to June 15, 1993 and shall be repaid in Monthly Installments of Interest commencing January 15, 1993; the final installment shall be the entire remaining Balance of Principal and Interest and shall be due June 15, 1993. All payments shall include Interest on the unpaid Principal Balance from time to time at the variable rate of Corporate Base Rate +1.0% per annum. The Mortgage and Note secured therein are accordingly extended to June 15, 1993.

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 endorser 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 LAND TRUST #L-3148 AND DATED JULY 24, 1979.

BORROWER:

Harris Bank Winnetka, not personally but as trustee  
as aforesaid

By: [Signature]  
Trust Officer

93252826

LENDER:

FIRST NATIONAL BANK OF NORTHBROOK

By: Paula M. Connelly  
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this 30th day of March, 19 93, before me, the undersigned Notary Public, personally appeared Trust Officer of Harris Bank Winnetka, and known to me to be an authorized agent of the corporation that executed the Modification, 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 he or she is authorized to execute this Modification and in full faith of the Modification on behalf of the corporation.

By Paula M. Connelly Residing at \_\_\_\_\_  
Notary Public in and for the State of Illinois My commission expires \_\_\_\_\_

Paula M. Connelly  
Notary Public, State of Illinois  
My Commission Expires 9/15/93

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_ 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 \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_

EXECUTED AND DELIVERED BY BANK TRUSTEE, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR THE PURPOSE OF BINDING THE HEREIN DESCRIBED PROPERTY, AND THIS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO. ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THAT EACH AND ALL OF THE UNDERTAKINGS AND AGREEMENTS HEREIN MADE ARE MADE AND INTENDED NOT AS PERSONAL UNDERTAKINGS AND AGREEMENTS OF THE TRUSTEE OR FOR THE PURPOSE OF BINDING THE TRUSTEE PERSONALLY, BUT EXECUTED AND DELIVERED BY THE TRUSTEE SOLELY IN THE EXERCISE OF THE POWERS CONFERRED UPON IT AS SUCH TRUSTEE, AND NO PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY, OR SHALL AT ANY TIME BE ASSERTED OR ENFORCED AGAINST SAID TRUSTEE ON ACCOUNT HEREOF OR ON ACCOUNT OF ANY UNDERTAKING OR AGREEMENT HEREIN CONTAINED, EITHER EXPRESSED OR IMPLIED. ALL SUCH PERSONAL LIABILITY, IF ANY, BEING HEREBY EXPRESSLY WAIVED AND RELEASED BY ALL PARTIES HERETO, AND THOSE CLAIMING BY, THROUGH, OR UNDER THEM.

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