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RECORDATION REQUESTED BY:

4777

ittchicen Avenue National Bank OS North Michigan Avenue Chicago, L. 60602

WHEN RECORDED MAIL TO:

Michigan Avenue National Bank 20 North Michigan Avenue Chicago, IL 80802

Attn: Judith E Johnson

DEPT-01 RECORDING

\$23.50

THESE TRAN 0514 04/84/94 14:24:40

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 1, 1996, BETWEEN First Colonial Trust Company, as Trustee, as Trustee w/s dated February 17, 1999 and known as Trust No. 1-4821, (referred to below as "Grantor"), whose address is 30 North Michigan Avenue, Chicago, IL 60602; and Michigan Avenue National Bank (referred to below as "Lender"), whose address is 30 North Michigan Avenue, Chicago, IL 60602.

MORTGAGE. Granter and Lender have entered into a mortgage dated March 7, 1989 (the "Mortgage") recorded in Cook County, State of tilinois as follows:

Recorded Apr (7 1989 in the office of the Cook County Recorder as Document No. 89154031

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

LOT 98 IN WILLIAM DEFRING SURRENDEN SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4707–09 N. Kenmore, Chicago, IL. 60640. The Real Property lax identification number is 14–17–203–011.

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

Extend maturity date to April 1, 1994 and lower rate to 10%.

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CONTINUING VALIDITY. Except as expressly modified ablive, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Letter's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this North-ation shall consiliute 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 any released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Middification. 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 action.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISICAL FE 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 #1-4821 AND DATED FEBRUARY 17, 1849

nonours.	
BORROWER: First Colonial Trust Company , Trustee, Trust 1-4	4821 & not personally
By: Trust Officer Land Trust Officer	
LENDER:	EXCULPATORY CLAUS, ATTACHED HERETO
Michigan Avenue National Bank	AND MADE A PART HENEOF
By: Whith & Johnson, AVP Authorized Officer	. T#6555 'RAN 0514 06/24/94 14:24:00 . #8965 # J. > -74-555749
	COOK COUNTY FECORDER
BTATE OF IL ) 88  COUNTY OF COOK	ACKNOWLEDGMENT
First Colonial Trust Company, and known to me to be an authorize	fore me, the undersigned Notary Public, personally appeared Trust Officer of sed agent of the corporation that executed the Modification of Mortgage and sed of the corporation, by authority of its Bylaws or by resolution of its board of a stated that he or she is authorized to execute this Modification and in fact.  Residing at  OFFICIALSEL  VIRGINIA L DOYLE  NOTARY PUBLIC STATE OWILLINGS
	MY COMMISSION EXP. MAY 10.1996



## UN ONED FICKTION OF MORTGAGE PY

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4	Tilliant	LENUER ACK	NOWLEDGMENT	•
STATE OF	111013	) 88		
COUNTY OF_	Cook			
On this	day of	June 199	1, before me, the undersign	ned Notary Public, personally appeared
that executed t	ine within and foregoing ins	id known to me to be the trument and acknowledged s	aid instrument to be the free an	, authorized agent for the Lender d voluntary act and deed of the said Lender
duly authorized she is authorize	i by the Lander through its led to execute this said instru	monifications or otherwise the seal affixed the seal affi	e, for the uses and purposes the is the corporate seal of said Lend	rein mentioned, and on oath stated that he o der.
ву	(ingelich	i Clatic	Residing at	
Notary Public i	in and for the State of	TZ	My commission expires	
LASER PRO, Reg. U.	S. Pa), & T.M. Off., Ver. 3.16d (c) 1	994 CFI ProServices, Inc. All rights	reserved. [IL=0201 TYRAN.LN G22.0VI	-)
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## UNOFFICIAL COPY

This document is executed by FIRST COLONIAL TRUST COMPANY, not personally but as Trustee under Trust NO. 1-4821 as aforesaid, in the exercise of power and outhority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document ( all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In the event of conflict between the terms of this rider and of the agreement to which it is attached, on an questions of apparent liability or obligation resting upon said trustee the provisions of this rider shall be controlling.

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