

# UNOFFICIAL COPY

**Cosmopolitan Bank and Trust**  
Successor Trustee to  
**Cosmopolitan National Bank of Chicago**

94583620

94583620

70-003173-2

## MODIFICATION AGREEMENT

**THIS MODIFICATION AGREEMENT** dated as of **NOVEMBER 24, 1993** by and between **COSMOPOLITAN NATIONAL BANK OF CHICAGO AS TRUSTEE, U/T/A DATED 5/27/83,** AND KNOWN AS 'TRUST #26532, whose address is 5020 S. KILDARE, CHICAGO, IL, 60632 ("Grantor") and **AVONDALE FEDERAL SAVINGS BANK,** whose address is 20 North Clark Street, Chicago, Illinois 60602 ("Lender").

### PREAMBLE

A. WHEREAS, Grantor and Lender have entered into a mortgage dated JUNE 6, 1988 (the "Mortgage") with respect to certain real property as set forth on the attached Exhibit A (the "Mortgage Property") as security for certain obligations of Grantor to Lender as evidenced by Grantor's Promissory Note dated JUNE 6, 1988, in the original principal amount of \$66,400.00 (the "Note");

B. WHEREAS, such Mortgage was recorded in COOK County Illinois on JUNE 14, 1988 as Document No. 88251237 and

C. WHEREAS, Grantor and Lender wish to amend the Mortgage and note as set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Grantor and Lender adopt the Preamble as part of this modification Agreement and Grantor and Lender agree to be bound legally, further agreeing to the following:

A. Amendments to Note. The Note is hereby amended as of the date hereof as follows:

THE PARAGRAPH WHICH IS NUMBERED "2. PAYMENT CALCULATION AND DATES" SHALL READ: "...SHALL BE DUE AND PAYABLE ON NOVEMBER 24, 1998..."

B. Amendments to Mortgage. The Mortgage is hereby amended as of the date hereof as follows:

SECOND PARAGRAPH SHALL READ: "...WITH THE BALANCE OF THE INDEBTEDNESS, IF NOT SOONER PAID, DUE AND PAYABLE ON NOVEMBER 24, 1998..."

C. Miscellaneous.

1. **Ratification.** Except as amended hereby, the Note and the Mortgage and all Schedules, Exhibits and attachments thereto are hereby ratified and confirmed in all respects and remain in full force and effect. All representations and warranties set forth in the Note and mortgage are hereby restated as of the date hereof.

2. **Definitions.** Unless the context clearly indicated otherwise, any capitalized terms used herein which are not specifically defined herein shall have the meanings set forth in the Mortgage.

3. **Successors and Assignees; Joint and Several Liability.** All covenants and agreements contained herein by or on behalf of Grantor shall bind its successors, assignees, heirs and personal representatives and shall inure to the benefit of Lender, its successors and assigns. If Grantor consists of two or more persons, their liability hereunder shall be joint and several.

DEPT-01 RECORDING 127.50  
T56666 + TRAN 1401 07/05/94 13150:00  
69957 6 L.C. # 94-583620  
COOK COUNTY RECORDER

27-122

RELITITLE SERVICES #

(93917)

27 50

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT, AND GRANTOR AGREES TO ITS TERMS, HEREBY WAIVING AND RELEASING ALL RIGHTS AND BENEFITS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS WITH RESPECT TO SAID MORTGAGED PROPERTY.

GRANTOR:

DATE SIGNED:

~~COSMOPOLITAN NATIONAL BANK OF CHICAGO~~ as Trustee under Trust Number 26532 and not personally.

For signatures and exculpatory provisions see rider hereto attached which is expressly incorporated herein and made a part hereof. DATE SIGNED:

LENDER:

AVONDALE FEDERAL SAVINGS BANK

By: *Lissa Brendel*  
As: ASST. VICE PRESIDENT

STATE OF ILLINOIS

COUNTY OF

I, THE UNDERSIGNED, a Notary Public in and for the County and state aforesaid, do hereby certify that COSMOPOLITAN NATIONAL BANK OF CHICAGO AS TRUSTEE, U/T/A DATED 5/27/83, AND KNOWN AS TRUST #26532, personally known to me to be the person(s) whose name(s) is are subscribed to the foregoing agreement, appeared before me this day in person and acknowledged that THEY signed and delivered said agreement as THEIR free and voluntary act and deed for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 1994.

Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

I, THE UNDERSIGNED, a Notary Public in and for the County and state aforesaid, do hereby certify that LISSA BRENDEL personally known to me to be the ASST. VICE PRESIDENT, of Avondale Federal Savings Bank whose name is subscribed to the foregoing agreement, appeared before me this day in person and acknowledged that, as such officer, (s)he signed and delivered said agreement pursuant to the authority given by the Board of Directors of said bank, as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this TWENTY FOURTH day of NOVEMBER, 1993.

*Shirley J. Wozniak-Hasek*  
Notary Public

This document was prepared by and after recording return to:

AVONDALE FEDERAL SAVINGS BANK  
20 NORTH CLARK STREET  
CHICAGO, IL 60602

OFFICIAL SEAL  
SHIRLEY J. WOZNIAK-HASEK  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPI. AUG 27, 1994

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945705-1

COOK COUNTY CLERK'S OFFICE

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This Modification Agreement is executed by the Trustee, Cosmopolitan Bank and Trust, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Cosmopolitan Bank and Trust possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any liability on Cosmopolitan Bank and Trust, as trustee as aforesaid, or on the Bank personally to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the note and by every person now or hereafter claiming any right or security thereunder and that so far as Cosmopolitan Bank and Trust as Trustee under the aforesaid Trust and its successors, and the bank are personally concerned, the holder of the note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Modification Agreement to be executed by their respective duly authorized officers and beneficiaries have executed this Modification Agreement, all as of the day and year mentioned above.

COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY,

BY Ann Hucek Burross  
Trust Officer

ATTEST Feri M. Doran  
Land Trust Administrator

STATE OF ILLINOIS  
SS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and to the County and State aforesaid, DO HEREBY CERTIFY that the above named Ann Hucek Burross and Feri M. Doran, of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Land Trust Administrator respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Land Trust Administrator then and there acknowledged that said Land Trust Administrator as custodian of the corporate seal to be affixed to said instrument as said Land Trust Administrator's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 12th day of May A.D., 19 94.

Anna B. Jankowski  
NOTARY PUBLIC



*[Handwritten signature]*

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**EXHIBIT "A"**

**LEGAL DESCRIPTION:**

Lot 8 in Block 10 in Archer Highlands, being H. H. Wesuel and Company's Subdivision of the West 1/2 of the North East 1/4 (except the West 20 acres thereof) of Section 10, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

PROPERTY TAX NUMBER: 19-10-225-034

PROPERTY ADDRESS: 5020 S KILDARE  
CHICAGO, IL, 60632

LOAN NUMBER:

LEGAL  
03/06/93

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