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RECORDATION REQUESTED BY:

LASALLE NORTHWEST NATIONAL BANK 4747 IRVING PARK ROAD CHICAGO, IL 60841

WHEN RECORDED MAIL TO:

LASALLE NORTHWEST NATIONAL BANK 4747 IRVING PARK ROAD CHICAGO, IL 60641

Attention: Lesley J. Wazelle

COOK COUNTY, ILLINOIS

1994 AUG 19 PM 2: 08

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF AFAITGAGE IS DATED AUGUST 15, 1984, SETWEEN Labelle National Trust, N.A., as Trustee, (referred to below as "Grantor"), whose address to 170 S. Labelle Street, Chicago, IL. 80606; and LABALLE NORTHWEST NATIONAL BANK (referred to below as "Lender"), whose address is 4747. PYING PARK ROAD, CHICAGO, IL. 80641.

MORTGAGE. Grantor and Lender have entered into a mortgage dated July 21, 1989 (the "Mortgage") recorded in Cook County, State of titinois as follows:

Mortgage recorded January 2, 1993 at document #90-001461 and Assignment of Rents recorded January 2, 1990 as document #90-001462 all recorded in the Office of the Cook County Recorder in Cook County Illinois

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

PARCEL 1: Lots 13 and 14 in the Hulbert Fulle-Ical Avenue Highlands, Subdivision No. 20. being a Subdivision in the East 1/2 of the South West 1/4 of Section 28, Township 40 North, Fange 13 East of the Third Principal Meridian, in Cook County, Illinois.

2: Lot 45 in Block 1 in William E. Helterman's Milwruke: Avenue Subdivision of Lots 15 and 16 in Brand's Subdivision of the Northeast 1/4 of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

The Real Property or its address is commonly known as Parcel 1: 5206 W. Schubert/2700 N. Laramie Parcel 2: 2905 N. Central Park Avenue, Chicago, IL 60639. The Real Property is infortification number is 13-28-307-038 and 13-28-222-013.

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

Mortgage granted to lender by Grantor dated July 21, 1988 to secure a loan swidenced by a Note dated July 21, 1989 in the amount of \$615,000.00 ("Note") which has been given to Lender based upon Lender's willingness to extend the amounts due under the Original Note. Payments due under the note dated August 15, 1994 are as follows: \$4801.02 principal and interest due September 15, 1994 with the entire principal plus accrued interest of the loan due on October 14 1974 it a rate of 11%. In addition this modification will secure any and all future extensions, renewals or other modifications of the amounts due under the Note which are evidenced by any Grantor until all amounts due are paid in fulls.

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 promise; 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 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-eigning 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 REAL) 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 LASALLE NATIONAL TRUST, N.A., TRUST #24-6770-00 AND DATED FEBRUARY 18, 1985.

BORROWER: See Attached Rider for Trustee's Exoneration Clause

\*\*\* LaSalle National Trust, N.A. as trustee and not personally under trust no 24-6770-00.

By: \_\_\_\_\_\_\_\_, Trust Officer

Attest: Maricy a Stack

La Salle National Trust, N.A., Successor Trustee for La Salle National Bank, Successor Trustee to La Salle Bank Lake View, formerly known as Lake View Trust & Savings Bank

**BOX 333-CTI** 

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## **UNOFFICIAL COPY**

RIDER ATTACHED TO AND MADE A PART OF CTRANSFER ACREMENT

MORTGAGE

EXTENSION ACREEMENT --DDITIONAL ADVANCE AGREEMENT -MODIFICATION AGREEMENT

Dated	August 15, 1994	Under Trust No.	24-6770-00

This instrument is executed LASALLE MATINEAU 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 Truster. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE WATTOWAL TRUST, N.A. are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be emporceable against LASALLE MATIONAL TRUST, N.A. by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE MATTOMAL TRUST, W.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 person now or hervafter claiming any right or security hereunder. No duty shall rest upon LANLE MATICHAL TROST, M.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 MATIONAL TRUST, E.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 herstofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

## MODIFICATION OF MORTGAGE (Continued)

Page 2

LENDER:				
LABALLE NORTHWEST NATIONAL BANK				
Authorized Officer Prichage of Chip	un la contraction			
<u> </u>				
CORPO	RATE ACKNOWLEDGMENT			
STATE OF Illinois		President and Nancy A. Stac		
	) 88 N.A.	ry of LaSalle National Trust		
COUNTY OF Cook	.)			
On this 15th day of August	19 94, before me, the undersign	ned Notary Public, personally appeared		
On this 15th day of August  ***  corporation that executer the Modification of Morigage a corporation, by authority and Chaws or by resolution of its it	Micer of Laballe Mational Trust, N.A., and XI and acknowledged the Modification to be the board of directors for the uses and purposes t	nown to me to be an authorized agent of the see and voluntary act and deed of the herein mentioned, and on oath stated that he		
or she is authorized to practice this Modification and in fact e	executed the Modification on behalf of the corp	oration.		
By Harriel Assillative	Residing at Chicag	go, Illinois		
Notary Public in and for the State of 1111no1s	My commission expires	AUGINE STATE		
LEND	ER ACKNOWLEDGMENT	Notary Public, State of USonic,		
STATE OF Illinois		My Chinatelemen Express for 23 1996		
	,e ).85	The section of the particular sections and		
0 1	94			
On this 12th day of August  Michael J. Chip and known to me that executed the within and foregoing instrument and acknown authorized by the Lender through its board of directors she is authorized to execute this said/instrument and that the	to be the Loan Officer nowledged allo instrument to be the free and to otherwise, in the uses and purposes there	voluntary act and deed of the said Lender, and mentioned, and on oath stated that he or		
By Jerly J. Wazelle		rving Park Road		
Lesley J. Wazelle  Molary Public in and for the State of	Chicago,	Illinois,60641,		
ABERTHO, Reg. U.B. Pat. & T.M. OH., Var. 3.17a (c.) 1894 CFI ProServices.  OFFICIAL SEAL LESLEY J. WAZELLE	, Inc. Alitightereserved, [IL-G201 F3.17 P2.17 KRIZ.LN]			
Notary Public, State of Hillnois My Commission Expires 1/7/97				
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