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DEPT-01 RECORDING \$6.00  
157777 TRAN 4907 07/11/95 14:41:00  
\$9072 : \$K \* - 95 - 445503  
COOK COUNTY RECORDER

DEPT-01 RECORDING \$23.50  
157777 TRAN 4832 07/11/95 09:44:00  
\$8966 : \$K \* - 95 - 445503  
COOK COUNTY RECORDER

## FIRST SUPPLEMENT AND MODIFICATION TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

This First Supplement and Modification to the Mortgage, Security Agreement and Financing Statement entered into this 11th day of May 1995, by and between, LASALLE NATIONAL TRUST, N.A., a national banking association, whose address is 135 South LaSalle Street, Suite 311, Chicago, Illinois 60603, not personally but solely as Trustee (the "Mortgagor") under a Trust Agreement dated March 7, 1979 and known as Trust No. 100727 (the "Trust Agreement") to LASALLE NORTHWEST NATIONAL BANK, a national banking association, (the "MORTGAGEE"), whose address is 4747 W. Irving Park Road, Chicago, Illinois 60641.

WITNESSETH:

WHEREAS, the beneficiary of the Trust Agreement (the "Beneficiary"; the Mortgagor and the Beneficiary being collectively referred to herein as the "Borrower") is a party to an Installment Note dated December 30, 1993 and hereby amended as of the 11th day of May, 1995, (the "Note") in favor of LaSalle Northwest National Bank (the "Bank"), which Note is secured by the original Mortgage, Security Agreement and Financing Statement dated December 30, 1993 (the "Mortgage") which was recorded March 2, 1994 as Document No. 94-198040, and filed March 2, 1994 as Document No. 94-198040 in the County of Cook, State of Illinois; the Note, this Mortgage and any and all other documents executed in connection therewith being collectively, are referred to herein as the "Loan Documents"; and

WHEREAS, Bank did agree to supplement, extend, and modify by advancing additional funds in the amount of \$200,000.00 under the aforementioned Note; and

WHEREAS, the new principal amount of said Note will be \$1,356,066.93; and

WHEREAS, Bank has agreed to modify and extend the aforementioned Loan Documents on the terms and conditions as set forth herein;

WHEREAS, Borrower recognizes and affirms that the lien of the aforesaid Loan Documents is a valid and subsisting lien on the real property located in Cook County, State of Illinois described in Exhibit "A" attached hereto and incorporated by reference herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein and upon the express condition that the lien of the Loan Documents and the Note is a valid and subsisting lien on

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the Premises legally described in Exhibit "A" and on the further condition that the execution of this Supplement and Modification of the Loan Documents will not impair the lien of said Loan Documents and that it is understood that upon a breach of said conditions or either of them, that this Agreement will not take affect and shall be void;

IT IS HEREBY AGREED AS FOLLOWS:

1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.

2. The Borrower hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in the Loan Documents to be performed by Borrower therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Loan Documents.

3. Said Loan Documents as supplemented and modified is subject to all the provisions contained in said Loan Documents and Borrower specifically agrees, recognizes and affirms the Loan Documents are supplemented and modified to secure the performance of all those covenants, agreements and conditions contained in all the instruments pertaining to the repayment of the Note.

4. Borrower agrees that if a default is made in the payment of any principal or interest in the Note as supplemented and modified when due or if there shall be any other breach or default of the terms, conditions and covenants of the Loan Documents, or other instrument securing repayment of the Loan Documents, then the entire principal balance, together with all accrued interest shall at the option of the Bank, as holder of the Note, become due and payable immediately without further notice.

5. All the real property described in the Mortgage shall remain in all respects subject to the lien, charge and encumbrance of the Loan Documents and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or the conveyance affected by the Loan Documents except as expressly provided herein.

6. The original signed copy of this Supplement and Modification shall be duly recorded with the Recorder of Deeds of Cook County, Illinois. This Supplement and Modification together with the amended and restated Note shall constitute the terms and conditions of the Note and be binding upon Borrower and their successors and assigns.

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This Supplement and Modification to Mortgage is executed by, LaSalle National Trust, N. A., not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and invested in it as such trustee and LaSalle National Trust, N. A. hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing contained herein or in the Mortgage or this Supplement Modification to Loan Documents shall be construed as creating any liability on said LaSalle National Trust, N. A., personally, to pay the Note, as hereby supplemented and modified, 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 Bank and by every person now or hereafter claiming any right or securing hereunder and that so far as said LaSalle National Trust, N. A., personally, is concerned, the legal holder or holders hereof shall look solely to the Premises conveyed pursuant to the above-described Mortgage by the enforcement of the lien thereby created or by action to enforce the personal liability of any guarantor hereof.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage, Security Agreement and Financing Statement as of the day and year first above written.

ATTEST:

By: *Michael Mack*  
Its: \_\_\_\_\_

LASALLE NATIONAL TRUST N.A. as  
Trustee of Trust No. 100727

By: *Barbara J. Callan*  
Its: \_\_\_\_\_

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STATE OF ILLINOIS)

) SS.

COUNTY OF COOK )

I, KATHLEEN E. BYE, Notary Public, for said

County, in the State aforesaid, do hereby certify that \_\_\_\_\_

\_\_\_\_\_ personally known to me to be the \_\_\_\_\_

\_\_\_\_\_ of LaSalle National Trust, N.A.,

and \_\_\_\_\_ personally known to me to be an \_\_\_\_\_

\_\_\_\_\_ of said corporation and who subscribed to the  
foregoing instrument, appeared before me this day in person and

severally acknowledged that they signed and delivered the said

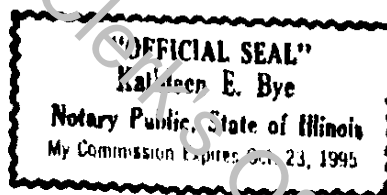
instrument \_\_\_\_\_ and \_\_\_\_\_

of said corporation for the uses and purposes set forth therein and  
cause the corporate seal of said corporation to be affixed thereto.

Given under my hand and official seal this 22 day

of MAY, 1995.

Kathleen E. Bye  
Notary Public



My commission expires: 10-23-95

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## EXHIBIT 'A'

Lot 79 and the south 7 inches of lot 80 in IRA Scott's Subdivision of the west 1/2 of the west 1/2 of Block 1 in Sheffield's addition to Chicago in the southwest 1/4 of the southwest 1/4 of Section 33, township 40 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 1729 North Halsted Street  
Chicago, Illinois 60622

PIN: 14-33-313-002

This document prepared by:  
Julie Symalla  
LASALLE NORTHWEST NATIONAL BANK  
4747 West Irving Park Road  
Chicago, Illinois 60641



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