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RECORDATION REQUESTED BY:

COLE TAYLOR BANK
5501 W. 79th Street
Burbank, IL 60459

95542822

WHEN RECORDED MAIL TO:

Cole Taylor Bank
Loan Services
P.O. Box 909743
Chicago, IL 60690-9743
Attn: Carole Dansky

DEPT-01 RECORDING \$27.50
T#0001 TRAN 7350 08/17/95 09:40:00
\$6386 + CG *-95-542822
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

51289267 (new)

This Modification of Mortgage prepared by:

Cole Taylor Bank (Loan Services)
P.O. Box 909743
Chicago, IL 60690-9743

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JULY 2, 1995, BETWEEN Cole Taylor Bank, as Trustee, (referred to below as "Grantor"), whose address is 5501 W. 79th Street, Burbank, IL 60459; and COLE TAYLOR BANK (referred to below as "Lender"), whose address is 5501 W. 79th Street, Burbank, IL 60459.

MORTGAGE. Grantor and Lender have entered into a mortgage dated January 9, 1992 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

recorded by the Cook County Recorder of Deeds on January 21, 1992 as document number 92-038875 and modified and extended by Agreement dated July 2, 1992 recorded by the Cook County Recorder of Deeds on October 4, 1994 as document number 94-05097

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

LOTS 1, 2 AND 3 IN BLOCK 49 IN FIRST ADDITION TO BEVERLY GATEWAY, BEING A SUBDIVISION OF BLOCKS 17, 49, 50 AND 54 IN DEWEY AND VANCE'S SUBDIVISION IN THE SOUTH 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 7805 S. Western Ave., Chicago, IL 60616. The Real Property tax identification number is 20-30-312-001, 20-30-312-002, 20-30-312-003.

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

The word "Note" in the original mortgage, aforesaid, is hereby modified to mean the Secured Time Note between Borrower/Grantor and Lender dated January 9, 1992 together with all renewals of, modifications of, extensions of, refinancings of, consolidation of and substitutions for the Note.

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 endorers 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.

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07-02-1995
Loan No 0101

MODIFICATION OF MORTGAGE (Continued)

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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 TRUST NUMBER 91-1033 AND DATED JUNE 20, 1991.

BORROWER:

Cole Taylor Bank, TRUSTEE

Exoneration provision restricting any liability of Cole Taylor Bank stamped on the reverse side hereof or attached hereto is hereby expressly made a part hereof.

By: Louise C. Hart
Authorized Officer LAND TRUST OFFICER

By: Constantine E. Convidin
Attest LAND TRUST OFFICER

LENDER:

COLE TAYLOR BANK

By: [Signature]
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)

) ss

COUNTY OF COOK)

On this 1st day of August, 19 95, before me, the undersigned Notary Public, personally appeared Authorized Officer and Attest of Cole Taylor Bank, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By: [Signature] Residing at 8000 Skarlen
Chicago, IL 60652

Notary Public in and for the State of Illinois

My commission expires 3-26-96

" OFFICIAL SEAL "
MARGUERITE A. WALSH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/26/96

95542802

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)

On this 1st day of August, 1995, before me, the undersigned Notary Public, personally appeared Thomas J. Hennessy and known to me to be the Group Senior Vice President, 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 Carole Dansky Residing at Chicago, Illinois

Notary Public in and for the State of Illinois

My commission expires 12/18/95



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GENERAL EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that all of the warranties, indemnities, representations, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of the Trustee are nevertheless each and every one of them, intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee for its own purpose or with the intention of binding said Trustee personally, but made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument was executed and delivered by said Trustee not in its own right, but in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by the Trustee at any time to be asserted or enforceable against the Land or on account of this instrument or on account of any warranty, representation, covenant, undertaking or agreement of the Trustee contained in this instrument, either expressed or implied, and no personal liability, if any, being expressly waived and released

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