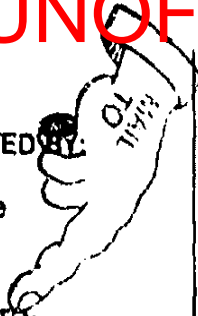


# UNOFFICIAL COPY



**RECORDATION REQUESTED BY:**

COLE TAYLOR BANK  
7601 S. Cicero Avenue  
Chicago, IL 60652

**WHEN RECORDED MAIL TO:**

COLE TAYLOR BANK  
7601 S. Cicero Avenue  
Chicago, IL 60652

**SEND TAX NOTICES TO:**

American National Bank & Trust  
Company of Chicago  
33 N. LaSalle  
Chicago, IL

95657157

COOK COUNTY RECORDER  
143855 1600 2200 09/23/95 09:28:00  
30161 1 ENCL 4-95-6212 152  
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Cole Taylor Bank (Collateral Services)  
7601 S. Cicero Ave.  
Chicago, IL 60652

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 1, 1995, BETWEEN American National Bank & Trust Company of Chicago, as Trustee, (referred to below as "Grantor"), whose address is 33 N. LaSalle, Chicago, IL ; and COLE TAYLOR BANK (referred to below as "Lender"), whose address is 7601 S. Cicero Avenue, Chicago, IL 60652.

MORTGAGE. Grantor and Lender have entered into a mortgage dated September 21, 1992 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

RECORDED IN COOK COUNTY BY THE COOK COUNTY RECORDER OF DEEDS ON OCTOBER 5, 1992 AS DOCUMENT NUMBER 92737601, AND MODIFIED AND EXTENDED BY AGREEMENT DATED SEPTEMBER 21, 1993 RECORDED IN COOK COUNTY BY THE COOK COUNTY RECORDER OF DEEDS ON DECEMBER 15, 1993 AS DOCUMENT NUMBER 03026702 AND MODIFIED BY AGREEMENT DATED SEPTEMBER 21, 1994 RECORDED IN COOK COUNTY BY THE COOK COUNTY RECORDER OF DEEDS ON DECEMBER 9, 1994 AS DOCUMENT NUMBER 04034010

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

UNITS G AND H TOGETHER WITH THE EXCLUSIVE RIGHT TO USE PARKING SPACES G AND H, LIMITED COMMON ELEMENTS, IN THE HOLIDAY INDUSTRIAL CONDOMINIUM UNIT NO. 3 AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 8 AND 9 (EXCEPT THE WEST 104.00 FEET THEREOF) IN CONCEPTS PHASE 2, A SUBDIVISION OF LOTS 2 AND 3 IN HOLIDAY PARK SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM MADE BY STEEL CITY NATIONAL BANK OF CHICAGO, TRUST NO. 2985 RECORDED FEBRUARY 5, 1988 AS DOCUMENT NUMBER 88-056019 TOGETHER WITH IT'S UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN THE DECLARATION AFORESAID, ALL IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 12539 Holiday Drive, Units G & H, Alsip, IL 60658. The Real Property tax identification number is 24-28-400-073-1007 AND 24-28-400-073-1008.

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

The principal amount of the note secured by the aforesaid mortgage has been increased from \$50,000.00 to \$70,000.00 effective August 1, 1995.

3500  
ER

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08-01-1995  
Loan No 0101

## MODIFICATION OF MORTGAGE (Continued)

Page 2

**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 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-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.

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 NO. 104762-08 AND DATED FEBRUARY 1, 1988.

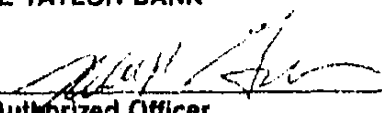
**BORROWER:**

American National Bank & Trust Company of Chicago

X \_\_\_\_\_ The terms and conditions contained in this  
Authorized Officer instrument to the contrary notwithstanding this  
instrument is subject to the provisions of the  
Trustee's Exculpatory Rider attached hereto and,  
made a part hereof.

**LENDER:**

COLE TAYLOR BANK

By:   
Authorized Officer

95557157

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Officers, and its corporate seal to be hereunto affixed the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
as Trustee, as aforesaid, and not personally,



By *[Signature]*

STATE OF ILLINOIS  
COUNTY OF COOK }

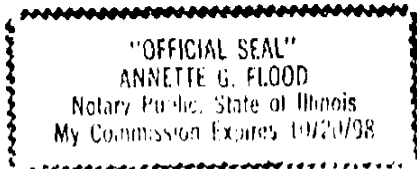
I, ANNETTE G. FLOOD

Michael Wang

a Notary Public in and for said County, in the state aforesaid, do hereby certify an officer of American National Bank and Trust Company of Chicago personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and seal this

day of AUG 10 1995



*[Signature]*  
NOTARY PUBLIC

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08-01-1995  
Loan No 0101

## MODIFICATION OF MORTGAGE (Continued)

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### CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_ of American National Bank & Trust Company of Chicago, and known to me to be authorized agent(s) 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.

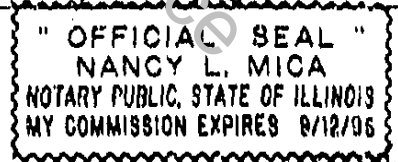
By \_\_\_\_\_ Residing at \_\_\_\_\_ terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Exemptory Rider attached hereto and made a part hereof.  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this 1st day of August, 19 95, before me, the undersigned Notary Public, personally appeared Ronald P. Graham and known to me to be the 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 Nancy L. Mica Residing at 7601 S. Meade  
Notary Public in and for the State of Illinois  
My commission expires Sept 12, 1996



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