

# UNOFFICIAL COPY

PREPARED BY AND  
RECORDATION REQUESTED BY:

Bank One, Chicago, NA  
14 S. LaGrange Road  
LaGrange, IL 60525

95382305

WHEN RECORDED MAIL TO:

LOAN SERVICES  
BANK ONE, CHICAGO, NA  
P.O. BOX 806083  
CHICAGO, IL 60680-8083

DEPT. OF RECORDING 131.50  
1995 MAR 13 11:49:00  
2014 P. 51 M-95-382305  
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY



## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE ("Agreement") is executed effective as of MARCH 1, 1995, by BANK ONE, CHICAGO, NA, not personally but as Trustee under the provisions of a deed or deeds of trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated August 9, 1977 and known as 4443, (referred to below as "Grantor"), whose address is 13087 MAIN STREET, LEMONT, IL 60439 and Bank One, Chicago, NA (referred to below as "Lender"), whose address is 14 S. LaGrange Road, LaGrange, IL 60525.

### WITNESSETH:

WHEREAS, a loan ("Loan") was made by Lender to Grantor in the amount of \$190,000.00, evidenced by a promissory note (as renewed, extended or modified, the "Note") dated February 27, 1990, executed and delivered by Grantor in the principal amount of the Loan (the Note being more fully described in the Mortgage); and

WHEREAS, Grantor executed and delivered a mortgage (as renewed, extended or modified, the "Mortgage") dated February 27, 1990, to and for the benefit of Lender, which is recorded in the Real Property Records of COOK County, Illinois as document number 90112233 RECORDED ON MARCH 13, 1990 covering the following real property which has the property identification number 22-14-400-024 & 019:

### SEE ATTACHED "SCHEDULE A"

, together with all improvements, appurtenances, other properties (whether real or personal), rights and interests described in and encumbered by the Mortgage (collectively, the "Property"), to secure the payment of the Note and performance of the other obligations set forth in the Note, Mortgage and all credit agreements, loan agreements, guaranties, security agreements, mortgages and all other instruments, agreements and documents, whether now or hereinafter existing, executed in connection with the Loan (collectively, the "Related Documents"); and

WHEREAS, Lender is the owner and holder of the Note, Mortgage and the other Related Documents; and

WHEREAS, the parties hereto now propose to modify certain of the terms and provisions of the Note, the Mortgage and the other Related Documents as provided herein.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**Payment Terms.** The Note, as modified hereby, shall be payable as follows: The principal of and interest on this Note shall be due and payable in 60 equal monthly installments in the amount of \$1,689.27 each, commencing on April 1, 1995, and continuing on the same day of each month thereafter, with one final installment in the amount of the principal balance then outstanding, together with all accrued but unpaid interest, being due and payable on April 1, 2000. The amount of each of the foregoing scheduled payments includes principal and interest.

Grantor hereby expressly promises to pay to the order of Lender the principal amount of the Note and all accrued but unpaid interest now or hereafter to become due and payable under the Note, as modified hereby.

**Current Note Balance.** As of the effective date hereof, the outstanding principal balance of the Note is \$175,049.51.

**Acknowledgment by Grantor.** Except as otherwise specified herein, the terms and provisions hereof shall in

3.50

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MODIFICATION OF MORTGAGE

Page 3

Loan No 0748251004

(Continued)

execute this Agreement and it is expressly understood and agreed that nothing contained herein or in the Mortgage shall be construed as creating any liability on the trustee personally to pay the obligations due under the Note or Mortgage, or to perform any covenant (either express or implied) herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming a right or security hereunder, and that so far as Grantor is personally concerned, the legal holder or holders of the obligations due under the Note secured by the Mortgage shall look solely to the Property thereby mortgaged, conveyed and assigned and to any other security given at any time to secure the payment thereof.

EACH PARTY HERETO ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH PARTY HERETO AGREES TO ITS TERMS. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS BANK ONE, CHICAGO, NA TRUST #4443 AND DATED AUGUST 9, 1977.

BORROWER:

BANK ONE, CHICAGO, NA, not personally but as Trustee aforesaid

By: \_\_\_\_\_

SEE TRUSTEE'S RIDER ATTACHED

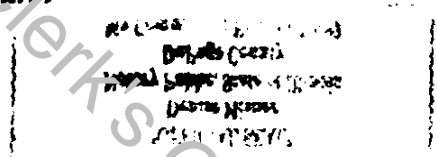
LENDER:

Bank One, Chicago, NA

By: [Signature]  
Authorized Officer

## CORPORATE ACKNOWLEDGMENT

STATE OF Illinois



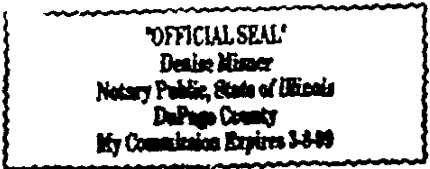
COUNTY OF DuPage

On this 1st day of March, 1995, before me, the undersigned Notary Public, personally appeared . . . of BANK ONE, CHICAGO, NA, and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By: [Signature] Residing at Sambard, IL

Notary Public in and for the State of Illinois

My commission expires 3-8-99



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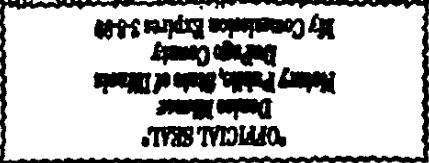
Property of Cook County Clerk's Office

The undersigned Guarantor(s) hereby acknowledges the terms, provisions and conditions of the above Modification of Mortgage and does/ do hereby reaffirm and ratify the existing guaranty agreement previously executed by the undersigned in favor of Lender. The undersigned also acknowledges and agrees that there are no claims or offsets against, or defenses or counterclaims to, the terms and provisions of such guaranty agreement or the obligations created or evidenced thereby.

CONSENT OF GUARANTOR

My commission expires 3-8-99

Notary Public in and for the State of ILLINOIS



Residing at

By Gregory E. Donahue she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender. its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said appeared Gregory E. Donahue and known to me to be the Assistant Vice President day of March 19 95 before me, the undersigned Notary Public, personally

STATE OF ILLINOIS

ss

COUNTY OF St. Clair

LENDER ACKNOWLEDGMENT

(Continued)

Loan No 0748251004

MODIFICATION OF MORTGAGE

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This Modification of ~~The~~ Mortgage is executed by Bank One, Chicago, NA, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank One, Chicago, NA, as Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said Bank One, Chicago, NA personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said Bank One, Chicago, NA personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce personal liability of the guarantor, if any.

Bank One, Chicago, NA

not personally, but as Trustee under Trust  
No. 4443

Attest

*Shirley Ann*  
Pro Secretary

By *Shirley Ann*  
VP & Land Trust Officer

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to this document are personally known to me to be duly authorized officers of Bank One, Chicago, NA and that they appeared before me this day in person and severally acknowledged that they signed and delivered this document in writing as duly authorized officers of said Corporation and caused the Corporate Seal to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 18th day of April 19 95.

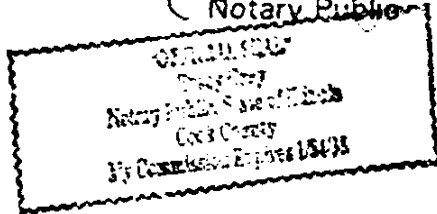
BANK ONE, CHICAGO, NA

MAY 2 1995

*Shirley Ann*  
Notary Public

**RECORDING/RELEASE**

My Commission expires 1-24-98



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PH. 0000 0000

RECORDING/RELEASE

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## EXHIBIT A

### Parcel 1:

The West 72.52 feet of Lot 2 in Doolin and Kirk's Resubdivision of the East 404.70 feet of the South West 1/4 of the South East 1/4 together with the South East 1/4 of the South East 1/4 (except Lots 1 to 5 both inclusive, of Christian Boyer's Subdivision of certain parts thereof) of Section 14, Township 37 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded August 30, 1889 as Document 1149383 in Book 37 of plats, Page 18.

### Parcel 2:

The East 1/2 of that part of the East 1/2 of the South West 1/4 of the South East 1/4 of Section 14, Township 37 North, Range 11 East of the Third Principal Meridian, lying West of the East 404.70 feet of the South West 1/4 of the South East 1/4 of said Section 14 and North of the Center of the Sag-Lemont Road, (also, described as that part of lot 6 in Charles E. Boyer's Subdivision of the West 1/2 of the South East 1/4 of said Section 14, lying North of the Center of Sag-Lemont Road) excepting from the aforesaid East 1/2 and from said part of Lot 2 that part thereof, lying South of the North line of the property conveyed to the Northern Illinois Gas Company, by deed recorded in the Recorder's Office of Cook County, Illinois, on May 2, 1963 as Document 18785599.

### Parcel 3:

An Easement appurtenant to and for the benefit of the aforesaid described parcel as created by a grant from Northern Illinois Gas Company to North American Car Corporation, dated May 1, 1963 and recorded May 2, 1963 as Document 18785600, in Cook County, Illinois.

P.I.N. Nos. 22-14-400-024 and 22-14-400-018

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