THIS INSTRUMENT PREPARED 3201 N. ASHLAND AVENUE ALVEHIGAGGIULINDE 60057 Laser, Pokorny, Schwartz, Friedman & Economos, P.C. 205 N. Michigan Avenue Suite 3800 Chicago, IL 60601 (312) 540-0600

ADDRESS OF PROPERTY:

3256 N. Walsted Chicago, II.

PIN: 14-20-427-015

96511062

DEPT-01 RECORDING

\$35.50°

T40004 TRAN 1513 07/03/96 08:48:00 46934 \$ LF *-96-511062

COOK COUNTY RECORDER

For Recorder's Use Only

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT dated as of the 1st day of May, 1996, by and between LASALLE NATIONAL TRUST, N.A., not personally, but solely, as Trustee under Trust Agreement dated January 26, 1994 and known as Trust Number 118267 (the "Mortgagor") and LASALLE BANK NI, formerly known as LaSalle Bank Lake View ("Mortgagee").

WHEREAS, pursuant to a Loan Agreement dated rebruary 1, 1994, as amended (the "Loan Agreement"), between Mortgagor, the owner of 100% of the beneficial interest of Mortgagor ("Beneficiary"), the General Partner of Beneficiary, (collectively, the "Borrower"), and Mortgagee, Mortgagor and Beneficiary executed a Mortgage Note dated February 7, 1994, in the original principal sum of Two Million Six Hundred Fifty Thousand and 00/100 Dollars (\$2,650,000.00) ("Note").

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WHEREAS, the Note, the current principal balance of which is \$331,278.78, is secured in part, by a Mortgage dated February 1, 1994 and recorded in the Office of Recorder of Deeds of Cook County, Illinois on February 15, 1994, as Document Number 94147724, as modified by a Mortgage Modification Agreement dated as of September 1, 1995 (the "Mortgage"); and

WHEREAS, Borrower has requested an extension of the maturity of the Note from April 20, 1996 until September 30, 1996.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The recital provisions are incorporated by reference and made a part hereof.
- 2. The principal amount of the Note, as amended, secured by the Mortgage, as modified hereby, is Four Hundred Mineteen Thousand Three Hundred Forty-Six and 15/100 Dollars (\$419,348.15).
- 3. The maturity of the Note, as amended, that is secured by the Mortgage, as modified hereby, is extended until September 30, 1996.
- 4. Nothing herein contained shall in any manner what power impair the Note, Mortgage, or any other documents executed in connection ther with, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor effect or impair any rights, powers, or remedies of Mortgages under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms

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and provisions of the Note, Mortgage and other instruments and documents executed in connection with the Loan Agreement, as amended, shall remain unchanged and in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

Agreement as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the Mchaggor herein and by every person now or hereafter claiming any right or security hereulider, that nothing contained in the Note or Mortgage as hereby modified, shall be construed as creating any liability on the Trustee personally to pay said Note as extended and modified hereby or any interest that may accrue thereon, or any indebtedness accruing under the Mortgage or to perform any covenants either express or implied in the Mortgage, all such inspility, if any, being expressly waived, and that any recovery on the Mortgage and the Note, as hereby modified, shall be solely against and out of the premises hereby conveyed by enforcement of the provisions of the Mortgage and the Note, as hereby modified, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endomer or guarantor of the Note.

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IN WITNESS WHEREOF, the parties hereto have executed this

Mortgage Modification Agreement as of the 1st day of May, 1996.

LASALLE NATIONAL TRUST, N.A. not personally but solely as trustee as aforesaid

Property of County Clark's Office

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	UNOFFICIAL COPY
, 50514000x	STATE OF ILLINOIS) .) SS. COUNTY OF C O K)
	I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that ROBERTY COllins ASSISTANT VICE PRESIDENT
	(Name) (Title) of LASALLE NATIONAL TRUST, N.A., personally known to me to be the same persor whose name is subscribed to the foregoing instrument as suchASSISTANT VICE PRESIDENT
	appeared before me this day in person and acknowledged that signed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.
	Given under my hand and official seal, as of the 1st day of May, 1996. Notary Public
	Commission expires:
	OFFICIAL SEAL" JACKIE FELDEN NOTARY PURE & STATE OF ILLINOIS My Commission Expired 12/12/98

STATE OF ILLINOIS)	SS.
COUNTY OF LAKE)	00.
I, the unders	signed,	, a Notary Public, in and for the
County and State aforesa		
(Name)	U	(Title)
of LASALLE BANK NI, pe	rsonally	y known to me to be the same person whose name is
subscribed to the foregoing	ng instr	rument as such V, ce Mes 10eV, . (Title)
appeared before me this	day in j	person and acknowledged that // Signed and
delivered the said instrum	ient as	his lown free and voluntary act, and as the free and
voluntary act of said Bank	c, for th	ne uses and purposes therein set forth.
Given under	rny ha	and and official seal, as of the 1st day of May, 1996.
		Notary Public
Commission expires:	·····	······································
\		of Illinois
	*****	(es 3)31/98
		$O_{\mathcal{E}_{\alpha}}$

TO CONTROLL

EXRIBIT A

2 and 3 in Weston's Subdivision of Lots 10, 11 and 12 in in Hambleton, Weston and Davis Subdivision of the South the Southeast 1/4 of the Southeast 1/4 of Section 20, p 40 North, Range 14 East of the Third Principal Meridian, County, Illinois.

oto Or Cook County Clark's Office

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