

# UNOFFICIAL COPY

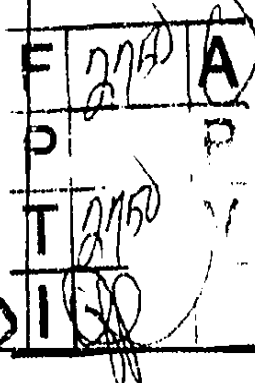
**RECORDATION REQUESTED BY:**

COLE TAYLOR BANK  
850 W. Jackson Boulevard  
Chicago, IL 60607

96647061

**WHEN RECORDED MAIL TO:**

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



COOK COUNTY RECORDER 427.50  
100003 TRAM 4/20 08/22/96 14:59:00  
100003 TRAM 4/20 08/22/96 14:59:00  
COOK COUNTY RECORDER

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by: Cole Taylor Bank (Loan Services - CL)  
P.O. Box 909743  
Chicago, IL. 60690-9743

## MODIFICATION OF MORTGAGE

96647061

THIS MODIFICATION OF MORTGAGE IS DATED JUNE 1, 1996, BETWEEN Cole Taylor Bank, as Trustee, (referred to below as "Grantor"), whose address is 850 W. Jackson Blvd, Chicago, IL 60607; and COLE TAYLOR BANK (referred to below as "Lender"), whose address is 850 W. Jackson Boulevard, Chicago, IL 60607.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated May 26, 1993 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

recorded by the Cook County Recorder of Deeds on June 18, 1993 as document #93-469901

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

**PARCEL 1:**

LOT 9, LOT 10 AND THE EAST 10 FEET OF LOT 11 IN BLOCK 1 IN MARY G. VAN HORNE'S ADDITION TO MORTON PARK, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOT 20 IN BLOCK 2 IN SHLESINGER'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 6, 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 Parcel 1: 5115-17 W. Cermak, Parcel 2: 1734 W. 47th Street, Chicago, IL 60607. The Real Property tax identification number is Parcel 1: 16-28-200-010, 16-28-200-009; Parcel 2: 20-06-422-024.

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

The word "Note" in the mortgage is hereby modified to mean the Secured Installment Note between Grantor/Borrower and Lender dated May 26, 1993 together with all renewals of, extensions of, modifications of, refinancings of, consolidations 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

# UNOFFICIAL COPY

08-01-1998  
Loan No 9001

## MODIFICATION OF MORTGAGE (Continued)

Page 2

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 NUMBER 93-2065 AND DATED MAY 10, 1993.

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

BORROWER:

Cole Taylor Bank Trustee as aforesaid

X [Signature]  
Authorized Officer Vice-President

LENDER:

COLE TAYLOR BANK

By: [Signature]  
Authorized Officer

### CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) ss

COUNTY OF COOK )

On this 13th day of JUNE, 1996, before me, the undersigned Notary Public, personally appeared KENNETH E. PIEKUT + Vice-President

of Cole Taylor Bank, 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 [Signature] Residing at [Signature]

Notary Public in and for the State of ILLINOIS

My commission expires 10-31-98

96847061

Property of Cook County Clerk's Office

LENDER ACKNOWLEDGMENT

STATE OF Illinois )

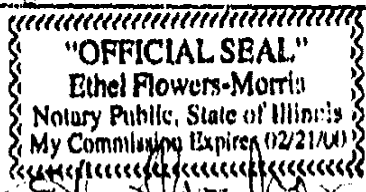
COUNTY OF COOK ) SS

On this 21 day of August, 1996, before me, the undersigned Notary Public, personally appeared DANIEL BECHTOLD 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 ETHEL FLOWERS MORRIS Residing at CHICAGO

Notary Public in and for the State of Illinois

My commission expires 2/21/00



Cook County Clerk's Office

96647061

UNOFFICIAL COPY

Property of Cook County Clerk's Office

96847061

# UNOFFICIAL COPY

## ATTACHED LAND TRUST MORTGAGE EXONERATION RIDER

This MORTGAGE is executed by The Land Trustee, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon vested in it as such Trustee (and said Land 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 Land Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed 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 Land Trustee 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 the personal liability of the guarantor, if any.

96647061

UNOFFICIAL COPY

Property of Cook County Clerk's Office

96647061