

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:

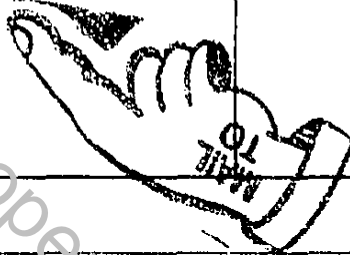
Manufacturers Bank  
1200 North Ashland Avenue  
Chicago, IL 60622

96841106

DEPT-01 RECORDING \$27.50  
T50004 TRAN 9293 11/04/96 11:25:00  
\$2755 + LF \*-96-841106  
COOK COUNTY RECORDER

WHEN RECORDED MAIL TO:

Manufacturers Bank  
1200 North Ashland Avenue  
Chicago, IL 60622



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Manufacturers Bank  
1200 North Ashland Avenue  
Chicago Illinois 60622

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 1, 1996, BETWEEN Chicago Title and Trust Company, as Trustee under Trust Agreement dated May 1, 1994 and known as Trust Number 1098823, as Trustee, (referred to below as "Grantor"), whose address is 171 North Clark Street, Chicago, IL 60601; and Manufacturers Bank (referred to below as "Lender"), whose address is 1200 North Ashland Avenue, Chicago, IL 60622.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated April 26, 1996 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage, Assignment of Leases & Security Agreement and Assignment of Lease, Rents and Profits recorded May 22, 1995 as document numbers 95333805 and 95333806 respectively, covering the real estate located 845 West Erie, Chicago, Illinois 60622.

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

That part of Block 33 in Ogden's addition to Chicago, being a part of the Northeast 1/4 of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, Bounded and Described as follows:

Beginning at the intersection of the North line of said Block 33 and the Easterly line of Milwaukee Avenue; thence East along said North line, 418.17 Feet to a point 13.57 Feet West of the North East Corner of Block 33; thence South Parallel with the East line of Block 33 a distance south Parallel with the East line of Block 33 a distance of 163.26 Feet; thence Westerly along a line forming an angle of 86 Degrees, 16 Minutes, 10 Seconds, measured North to West from the last Described line, a distance of 252.32 Feet to a point on the Easterly line of Milwaukee Avenue, said point being 223.89 Feet Southeasterly of the point of the intersection of the Easterly line of Milwaukee Avenue and the North line of said Block 33, as measured along said Easterly line of Milwaukee Avenue; thence North Westerly along said Easterly line 223.89 Feet to point of Beginning, also all that part of vacated alleys in said Block 33 which lies within the aforescribed property, all in Cook County, Illinois.

The Real Property or its address is commonly known as 845 West Erie, Chicago, IL 60622. The Real Property tax identification number is 17-08-235-041-0000.

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

The principal amount of the loan has been reduced to \$167,934.15 and the maturity date of November 1, 1996 is hereby extended to May 1, 1997. All other terms and provisions of the Loan Documents remain in full force and effect.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain

96841106

2750

# UNOFFICIAL COPY

11-01-1996

## MODIFICATION OF MORTGAGE (Continued)

Page 2

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 1098823 AND DATED MAY 1, 1994.

**BORROWER:**

Chicago Title and Trust Company, as Trustee under Trust Agreement dated May 1, 1994 and known as Trust Number 1098823

SEE ATTACHED EXCULPATORY  
CLAUSE FOR SIGNATURE

By: \_\_\_\_\_, Vice President/Trust Officer

By: \_\_\_\_\_, Authorized Signer

**ATTEST:**

( Corporate Seal )

\_\_\_\_\_  
Secretary or Assistant Secretary

**LENDER:**

Manufacturers Bank

By: *Andrew Ford*  
Authorized Officer

ANDREW FORD  
Vice President

96841106

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

11-01-1996

## MODIFICATION OF MORTGAGE (Continued)

Page 3

### CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, Vice President/Trust Officer; and \_\_\_\_\_, Authorized Signer of Chicago Title and Trust Company, as Trustee under Trust Agreement dated May 1, 1994 and known as Trust Number 1098823, 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 \_\_\_\_\_ Residing at \_\_\_\_\_

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 OCTOBER, 19 96, before me, the undersigned Notary Public, personally appeared IRENE FORD 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 Maria A. DiGiannantonio Residing at 1200 N. ASHLAND AVE  
CHICAGO, ILL 60622

Notary Public in and for the State of Illinois

My commission expires 6-3-2000



96841108

UNOFFICIAL COPY

Property of Cook County Clerk's Office

96841106

# UNOFFICIAL COPY

EXECUTION WITH EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY, TRUSTEE UNDER TRUST # 1098823 ATTACHED TO THAT Modification of Mortgage DATED November 1, 1995 TOWITH Manufacturers Bank

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, 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 said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Chicago Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, The Chicago Trust Company, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

DATE November 1, 1996

The Chicago Trust Company,  
as Trustee aforesaid and  
not personally,



By: Carol Karpman  
Assistant Vice President  
Attest: Martha Lopez  
Assistant Secretary

STATE OF ILLINOIS

COUNTY OF COOK

)  
)  
) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and

Assistant Secretary of The Chicago Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

"OFFICIAL SEAL"  
Martha Lopez  
Notary Public, State of Illinois  
Commission Expires 4/8/99  
C:\WPWIN\DOCS\F0A\EXCULP.LTR

Given under my hand and Notarial Seal this 1st day of November 1996.

Martha Lopez

96841106

UNOFFICIAL COPY

Property of Cook County Clerk's Office