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RECORDATION REQUESTED BY:

Manufacturers Bank
1200 North Ashland Avenue
Chicago, IL 60622

WHEN RECORDED MAIL TO:

Manufacturers Bank
1200 North Ashland Avenue
Chicago, IL 60622

DEPT-01 RECORDING \$27.56
TRAN 9293 11/04/96 11:25:00
#2756 # LF *--96-841107
COOK COUNTY RECORDER



96841107

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 OCTOBER 1, 1996, BETWEEN Chicago Title and Trust Company, not personally, but 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 October 5, 1995 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage, Assignment of Leases & Security Agreement 2, recorded October 25, 1995 as document number 95729635 and an Assignment of Lease, Rents and Profits recorded October 25, 1995 as document number 95729636.

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 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 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 the 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 Street, 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 Maturity date of October 1, 1996 is hereby extended to April 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 unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to

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10-01-1996

MODIFICATION OF MORTGAGE

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(Continued)

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 NUMBER 1038823 AND DATED MAY 1, 1994.

BORROWER:

Chicago Title and Trust Company, not personally, but as Trustee under Trust Agreement dated May 1, 1994 and Known as Trust Number 1098823

SEE ATTACHED EXCURATORY

By: CLAUSE FOR SIGNATURE, Vice President/Trust Officer

By: _____ Authorized Signer

ATTEST:

(Corporate Seal)

Secretary or Assistant Secretary

LENDER:

Manufacturers Bank

By: Irene Ford
Authorized Officer

IRENE FORD
Vice President

90841107

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, not personally, but 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

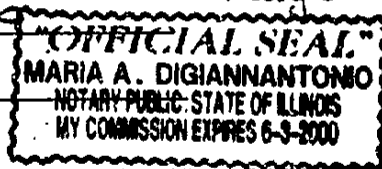
COUNTY OF Cook)

On this _____ 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 IL 60622

Notary Public in and for the State of Illinois

My commission expires 6-3-2000



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EXECUTION WITH EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY, TRUSTEE UNDER TRUST # 1098823 ATTACHED TO THAT Modification of Mortgage DATED October 1, 1996 TO/WITH 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: Charles J. Thompson
Assistant Vice President

Attest: John De Mayo
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
My Commission Expires 4/8/98
Notarial Seal
C:\WPWIN95\WPD0CS\F0A\EXCULP.LTR

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

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