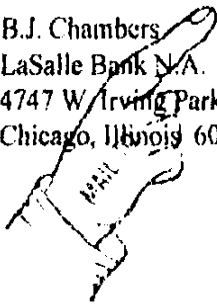


This Document Prepared By  
and return after recording to:

B.J. Chambers  
LaSalle Bank N.A.  
4747 W Irving Park Road  
Chicago, Illinois 60641



Property of Cook County Clerk's Office

MODIFICATION AGREEMENT

This Modification entered into this 5th day of August, 1997, by and between LaSalle National Bank, Successor Trustee Columbia National Bank of Chicago, not personally, but as Trustee under the provisions of Trust Agreement dated February 2, 1995 and known as Trust #01-4869, (hereinafter referred to as "Borrower") and LaSalle Bank National Association a/k/a LaSalle Bank, N.A. f/k/a Columbia National Bank of Chicago (hereinafter referred to as "Lender").

WITNESSETH:

BY TITLE SERVICES #

519264

WHEREAS, Borrower is a party to a Mortgage Note dated June 12, 1995 in the principal amount of \$1,800,000.00 (the "Note") in favor of LaSalle Bank N.A., f/k/a Columbia National Bank of Chicago (the "Bank"), which Note is secured by the Mortgage and Security Agreement dated June 12, 1995 (the "Deed") which was recorded on June 30, 1995 as Document No. 95427660 in the County of Cook, State of Illinois, and

WHEREAS, as additional security for the indebtedness evidenced by the Note, Borrower executed an Assignment of Rents dated June 12, 1995 (the "Assignment of Rents") which was recorded on June 30, 1995 as Document No. 95427661 in the County of Cook, State of Illinois; and

WHEREAS, the principal amount of \$1,162,338.82 remains unpaid as of the date hereof on the Note; and

WHEREAS, the Note was extended by Modification Agreement dated May 1, 1996 and recorded as Document No. 96514656, and further extended by Modification Agreement dated May 1, 1997 and recorded as Document No. 97421976

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WHEREAS, Lender has agreed to modify and extend the aforementioned, Mortgage Note, Mortgage and Security Agreement, and Assignment of Rents on the terms and conditions as set forth herein;

WHEREAS, Borrower recognizes and affirms that the lien of the aforesaid Mortgage Note, Mortgage, and Assignment of Rents is a valid and subsisting lien on the real property located in Cook County, State of Illinois described in Exhibit "A" attached hereto and incorporated by reference herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein and upon the express condition that the lien of the Mortgage, and Assignment of Rents is a valid and subsisting lien on the premises legally described in Exhibit "A" and on the further condition that the execution of Modification Agreement, a breach of said conditions or either of them, that this agreement will not take effect and shall be void;

## IT IS HEREBY AGREED AS FOLLOWS:

1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.

2. The Borrower hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in the Mortgage Note, Deed, and Assignment of Rents to be performed by Borrower therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Deed and Assignment of Rents.

3. IT IS FURTHER AGREED, HOWEVER, that the Mortgage Note, Mortgage and Assignment of Rents on which there is an outstanding balance of \$1,162,338.82 which is due currently to be paid in full no later than August 5, 1997 shall be extended to November 5, 1997, with interest payments commencing on September 1, 1997 and continuing each consecutive month thereafter with a final payment of all unpaid principal and interest due and payable on November 5, 1997 (All payments shall be made in lawful money of the United States at the offices of LASALLE BANK N.A., 4747 W. Irving Park Road, Chicago, Illinois 60641, or such other place that the holder may from time to time in writing elect.);

4. Said Mortgage Note, Mortgage and Assignment of Rents as modified and extended is subject to all the provisions contained in said Note, Deed, and Assignment of Rents and Borrower specifically agrees, recognizes and affirms the Note, Deed, and Assignment of Rents are modified and extended to secure the performance of all those covenants, agreements and conditions contained in all the instruments pertaining to the repayment of the Note.

5. Borrower agrees that if a default is made in the payment of any principal or interest in the Note as modified and extended when due or if there shall be any other breach or default of the terms, conditions and covenants of the Mortgage Note, Mortgage and Assignment of Rents, and any Guaranty or other instrument securing repayment of the Note, then the entire principal balance, together with all accrued interest shall at the option of the Lender, as holder of the Note, become due and payable immediately without further notice.

6. All the real property described in the Mortgage and Assignment of Rents shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and Assignment of Rents and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or the conveyance affected by the Mortgage except as expressly provided herein.

7. The term "Note" as used herein shall be construed to mean the Mortgage Note and the Mortgage Note as extended, and modified herein or by any other instrument evidencing the indebtedness referred to herein.

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EXHIBIT "A"

PARCEL 1:

LOTS 15, 16, 17, 18, 19 AND 20 IN BLOCK 9 IN BARRETT AND GALLOWAY'S RESUBDIVISION OF BLOCKS 7, 8 AND 9 IN HENRYTOWN AND OF THE NORTH 100 FEET OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF THAT PART OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF GREEN BAY ROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 23, 24, 25 AND 26 IN THE SUBDIVISION OF BLOCK 8 AND OF LOTS 1 TO 7 INCLUSIVE IN BLOCK 9 IN BARRETT AND GALLOWAY'S RESUBDIVISION OF BLOCKS 7, 8 AND 9 IN HENRYTOWN AND OF THE NORTH 100 FEET OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 25 FEET OF LOTS 29 AND 30 IN THE SUBDIVISION OF BLOCK 8 AND OF THE LOTS 1 TO 7 INCLUSIVE IN BLOCK 9 IN BARRETT AND GALLOWAY'S RESUBDIVISION OF BLOCKS 7, 8 AND 9 IN HENRYTOWN AND OF THE NORTH 100 FEET OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 14-06-404-020  
14-06-404-021  
14-06-404-024

PROPERTY ADDRESS: 5823-25 North Ravenswood  
Chicago, IL.

B.J. Chambers  
LaSalle Bank N.A.  
4747 W. Irving Park Road  
Chicago, Illinois 60641

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8. The original signed copy of this modification shall be duly recorded with the Recorder of Deeds of Cook County, Illinois. This modification shall constitute the terms and conditions of the Mortgage Note, Mortgage, and Assignment of Rents and be binding upon Borrower and their successors and assigns.

IN WITNESS WHEREOF, LASALLE NATIONAL BANK, SUCCESSOR TRUSTEE COLUMBIA NATIONAL BANK OF CHICAGO not personally, but as Trustee aforesaid, has caused these presents to be signed by one of its Vice Presidents, or Assistant Vice Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LASALLE NATIONAL BANK SUCCESSOR TRUSTEE  
COLUMBIA NATIONAL BANK OF CHICAGO, not personally,  
but as Trustee under Trust Agreement dated 2/2/95 and  
known as Trust No. 01-4869

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

LENDER:  
LASALLE BANK/NM.

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

John Bonino  
First Vice President

Attest: \_\_\_\_\_

Nancy A. Caslin  
Assistant Secretary

This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE NATIONAL BANK are understood by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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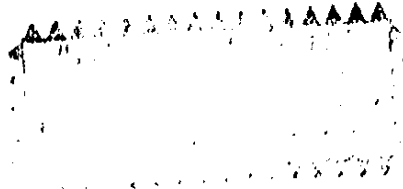
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Barbara Bell and Nancy A Carlin of the LaSalle National Bank, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Secretary 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.

Given under my hand and Notarial Seal

James A. [Signature]  
Notary Seal

8-1-97  
Date



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