

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Manufacturers Bank  
1200 North Ashland Avenue  
Chicago, IL 60622-2298

97971357

**WHEN RECORDED MAIL TO:**

Manufacturers Bank  
1200 North Ashland Avenue  
Chicago, IL 60622-2298

DEPT-01 RECORDING \$25.50  
T00009 TRAN 0807 12/26/97 11:30:00  
4021 + RC \*-97-971357  
COOK COUNTY RECORDER

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 SEPTEMBER 18, 1997, BETWEEN The Chicago Trust Company, successor to Chicago Title and Trust Company as Trustee under Trust Agreement dated July 1, 1986 and known as Trust Number 1088623, 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 60622-2298.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated September 18, 1992 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage, Security Agreement and Financing Statement and Assignment of Rents and Leases recorded April 2, 1993 as document numbers 93246179 and 93246180 respectively.

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

**Parcel 1:**

Lots 1 to 10 both inclusive, and a strip of land 24 feet in width by 80 feet in length (formerly an Alley now vacated) lying between the West Line of said Lot 5 and the East Line of said Lot 6, and bounded on the North by the North Line of said Lots 5 and 6 extended and on the South by the South Line of said Lots 5 and 6 extended, all in E. Randolph Smith's Subdivision of Block 37 in Sheffield's Addition to Chicago in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in the City of Chicago County of Cook and State of Illinois.

**Parcel 2:**

Lots 65 and 66 in Block 37 in Sheffield's Addition to Chicago in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 3:**

Lot 67 in Block 37 in E. R. Smith's Subdivision in Sheffield's Subdivision in the West 1/2 of the South 1/2 of the South East 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 1750 N. Wolcott Avenue; 1745-47-49 N. Winchester Avenue, Chicago, IL 60622. The Real Property tax identification number is 14-31-417-001/002/003/004 and 005.

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

The maturity date of September 18, 1997 is hereby extended to September 18, 2002. The principal balance of \$678,972.77 is increased to \$900,000.00 and the interest rate of 9.50% per annum is

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## MODIFICATION OF MORTGAGE (Continued)

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decreased to 8.40% effective with the monthly payment beginning October 18, 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 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 CHICAGO TRUST COMPANY TRUST NUMBER 1088623 AND DATED JULY 1, 1986.**

### BORROWER:

The Chicago Trust Company, successor to Chicago Title and Trust Company as Trustee under Trust Agreement dated July 1, 1986 and known as Trust Number 1088623

By: Indira Jacobin  
Its: Vice President/Trust Officer ASST. VICE PRESIDENT

By: Marilyn Estrada  
Its: Authorized Signer Assistant Secretary



### LENDER:

Manufacturers Bank

By: Gene Ford  
Authorized Officer Vice President

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County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

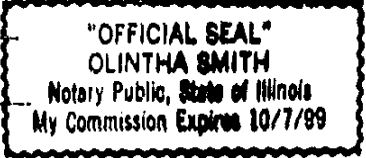
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### CORPORATE ACKNOWLEDGMENT

STATE OF IL )  
 ) ss  
COUNTY OF Cook )

On this 9th day of Dec, 19 97, before me, the undersigned Notary Public, personally appeared Its.; Vice President/Trust Officer; and Its.; Authorized Signer of The Chicago Trust Company, successor to Chicago Title and Trust Company as Trustee under Trust Agreement dated July 1, 1986 and known as Trust Number 1088623, 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 *Olintia Smith* Residing at \_\_\_\_\_  
Notary Public in and for the State of IL



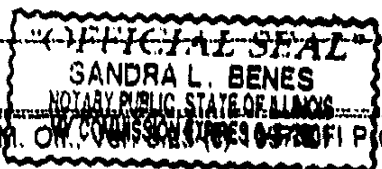
My commission expires \_\_\_\_\_

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this 8th day of December, 19 97, 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 *Sandra L. Benes* Residing at 1200 N. Ashland Avenue  
Chicago, Illinois 60622  
Notary Public in and for the State of Illinois



My commission expires \_\_\_\_\_

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CLERK OF COURT  
JAMES J. SMITH  
Clerk of Court  
Cook County, Illinois

Property of Cook County Clerk's Office

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