

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

LASALLE BANK NI  
3201 N ASHLAND AVENUE  
CHICAGO, IL 60657

97293458

**WHEN RECORDED MAIL TO:**

LASALLE BANK NI  
3201 N ASHLAND AVENUE  
CHICAGO, IL 60657

DEPT-01 RECORDING \$27.50  
T40011 TRAN 6773 04/28/97 13:02:00  
#6369 & KF \*-97-293458  
COOK COUNTY RECORDER

**SEND TAX NOTICES TO:**

LASALLE BANK NI  
3201 N ASHLAND AVENUE  
CHICAGO, IL 60657

FOR RECORDER'S USE ONLY

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2750  
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This Modification of Mortgage prepared by: LaSalle Bank NI - Commercial Real Estate  
3201 N. Ashland Avenue  
Chicago, Illinois 60657

## MODIFICATION OF MORTGAGE

THE CHICAGO TRUST COMPANY *formerly*

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 10, 1997, BETWEEN Chicago Title and Trust Company, as trustee under trust #1095589, Trust Agreement dated May 11, 1990, as Trustee. (referred to below as "Grantor"), whose address is , IL ; and LASALLE BANK NI (referred to below as "Lender"), whose address is 3201 N ASHLAND AVENUE, CHICAGO, IL 60657.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 15, 1990 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded on May 22, 1990 as document #LR3882774

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

LOT 5 IN JOHN PREUSS' RESUBDIVISION OF LOTS 8, 9, 10, 11 AND 12 IN BLOCK 4 IN HITT, RUNYAN AND OTHERS' SUBDIVISION OF 39 ACRES IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2600 N. Sawyer, Chicago, IL 60647. The Real Property tax identification number is 13-26-414-031.

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

Grantor/Borrower has requested and Lender has agreed to change the rate of interest, extend the maturity date of the loan to April 15, 2000 and increase the principal amount to \$155,000.00. For value received, Grantor/Borrower promises to pay to the order of LaSalle Bank NI its successors and/or assigns, the principal sum of \$155,000.00 together with interest at the rate provided for in the ADDENDUM TO CHANGE IN TERMS AGREEMENT dated April 10, 1997. Over the term to the loan, Grantor/Borrower will make 35 monthly payments of principal and interest, except on April 15, 2000 ("Maturity Date"), Grantor/Borrower will pay in full, all outstanding principal and accrued interest. The loan is based upon a 25 year amortization, will not self amortize and a balloon payment of principal will be due on the Maturity Date..

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

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## MODIFICATION OF MORTGAGE

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Loan No

(Continued)

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 TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST #1095589 AND DATED MAY 11, 1990.

BORROWER: THE CHICAGO TRUST COMPANY, formerly *TCI Co*

Chicago Title and Trust Company, as trustee under trust #1095589, Trust Agreement dated May 11, 1990

By: *Arlyne J. Imprescia* Trust Officer

By: *Maureen Estroff* ASST. SECRETARY, Attest



Attached exoneration rider is incorporated hereto.

LENDER:

LASALLE BANK NI

By: *Janel Jamison* Authorized Officer

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COOK County Clerk's Office

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## EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY, AS TRUSTEE

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.

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Loan No

MODIFICATION OF MORTGAGE  
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## CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )

) ss

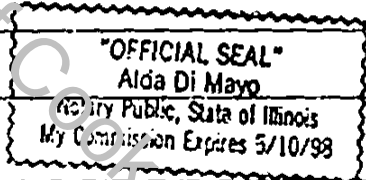
COUNTY OF COOK )

On this 11th day of April, 19 97, before me, the undersigned Notary Public, personally appeared CHRISTINA BAMPANELLA ASST. Vice President, Trust Officer; and CHRISTINA BAMPANELLA ASST. SECRETARY, Attest of Chicago Title and Trust Company, as trustee under trust #1095589, Trust Agreement dated May 11, 1990, 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 Alda Di Mayo Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

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

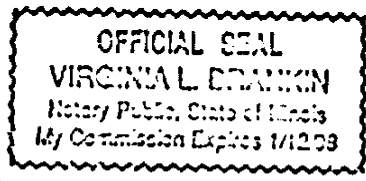


## LENDER ACKNOWLEDGMENT

STATE OF IL )

) ss

COUNTY OF Cook )



On this 11th day of April, 19 97, before me, the undersigned Notary Public, personally appeared TRAVIS SANDERS and known to me to be the LOAN OFFICER, 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 Virginia Brankin Residing at Chicago

Notary Public in and for the State of IL

My commission expires 1-12-98

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