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8136/0090 07 001 Page 1 of 1998-06-17 12:34:54 Cook County Recorder 27.50

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Manufacturers Bank 1200 North Ashland Avenue Chicago Illinois 60622

MODIFICATION OF MORTGAGE

CHICAGO TITLE LAND TRUST COMPANY, Successor to The THIS MODIFICATION OF MORTGAGE IS DATED JUNE 1, 1998, BETWEEN The Chicago Trust Company successor to Chicago Title and Trust Company, not pursunally but as Trustee under Trust Agreement dated

November 16, 1979 and known as Trust Number 1076373, as Trustee, (referred to below as "Grantor"), whose address is 171 N. Clark Street, Chicago, IL 60601; and Manufacturers Bank (referred to below as "Lender"). whose address is 1200 North Ashland Avenue, Chicago, IL 60627-2298.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 28, 1993 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Trust Deed and Assignment of Rents dated May 28, 1993 and recorded June 18, 1993 as document numbers 93469237 and 93469238

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

LOTS 22 AND 23 IN THE SUBDIVISION OF THE NORTH 1/2 OF BLOCK 16 IN SUFFERN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, NANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2037-2039 W. lowa Street, Chicago, N. 60622-4958. The Real Property tax identification number is 17-06-327-014 and 17-06-327-013.

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

The original principal amount of \$153,000.00 has been reduced to \$136,256.79. The original maturity date of June 1, 1998 is hereby extended to June 1, 2003. The original interest rate of 9,00% fixed per annum is hereby reduced to 8,50% fixed per annum effective June 1, 1998 and continuing until maturity. The new repayment schedule calls for 59 monthly principal and interest payments of \$1,174.15 and a final payment of all principal and accrued interest not yet paid.

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 MOFTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS 1076373 AND DATED NOVEMBER 16, 1979.

### BOFROWER:

The Chicago Trust Company successor to Chicago Title and Trust Company, not personally but as Trustee under Trust Agreement dated November 16, 1979 and known as Trust Number 1076373
SEE ATTACHED EXCULDATORY

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By: CLAUSE FOR SIGNATURE	·	1	
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LENDER:

## **UNOFFICIAL COPY**

EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST #1076373 ATTACHED TO AND MADE A PART OF THE MODIFICATION OF MORTGAGE DATED JUNE 1, 1998, TO 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 CHICAGO TRUEL (AND 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 in billity, if any, being expressly waived and released.

Date:

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CHICAGO TITLE LAND TRUST COMPANY, as Trustee

Under Trust No. 1076373

By:

Assistant Vice President

Attesti By:

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 CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrumen, 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 the 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 tree and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Scal this JUNE 16, 1998

"OFFICIAL SEAL"

MARYLOU ESTRADA

Notary Public, State of Windle

My Commission Expires 3/12/99

NOTARY PUBLIC

CAICAGO, ILLINO

Exculpatory Clause w/Notary

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COMPLETE SEAL STANDA

# UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

06-01-1998

Page 3

CORPORATE ACKNOWLEDGMENT			
STATE OF	_)		
	) <b>ss</b>		
COUNTY OF	)		
Title and Trust Company, not personally but as Truster known as Trust Amber 1076373, and known to me to a Modification of Modification of Modification of Modification of the State of the Modification on behalf of the corporation.	before me, the undersigned Notary Public, personally of The Chicago Trust Company successor to Chicago a under Trust Agreement dated November 16, 1979 and be authorized agents of the corporation that executed the cation to be the free and voluntary act and deed of the its board of directors, for the uses and purposes therein d to execute this Modification and in fact executed the		
Ву	Residing at		
Notary Public in and for the State			
My commission expires			
94			
LENDER ACKNOWLEDGMENT			
STATE OF	) ss //		
On this 157 day of JUNE, 19 98. appeared 1725NE FORD and k authorized agent for the Lender that executed the winstrument to be the free and voluntary act and deed of the second	before me, the undersigned Notary Public, personally nown to me to be the <u>Vice Prescoried</u> , ithin and foregoing instrument and acknowledged said he said Lender, duly authorized by the Lender through its est therein mentioned, and on oath sated that he or she is sail affixed is the corporate seal of said Lender.  Residing at 1800 N. Ashland Are Shicage Te.		
Notary Public in and for the State of  My commission expires	SANDRA L. BENES NOTARY PUBLIC, STATE OF ELLPHOS MY COMMISSION EXPIRES 8-8-2001		

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