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1998-07-17 13:10:25

Cook County Recorder

25.50

WHEN RECORDED MAIL TO:

LaSalle Bank, F.S.B. 8303 W. Higgins Road - Suite 500 Chicago, IL 60631-2983

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Debora Thompson 8303 W HIGGINS, SUITE 500 CHICAGO IL 60631

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APFIL 39, 1998, BETWEEN American National Bank and Trust Company. as Trustee, not individually, but as Trustee under trust number 118616-06 dated August 1, 1994., (referred to below as "Grantor"), whose address is 50 %. LaSalle Street, Chicago, IL 60690; and LaSalle Bank, F.S.B. (referred to below as "Lender"), whose address is 8303 W. Higgins Road - Suite 500, Chicago, IL 60631-2983.

MORTGAGE. Granter and Lender have entered into a mortgage dated August 24, 1994 (the "Mortgage") recorded in COOK County. State of Illinois as follows:

Recorded August 25, 1994 as document number 94752727 made by American National Bank and Trust Company, under Trust Agreement dated August 1, 1994, known as Trust Number 118616-06 to LaSalle Bank, FSB in the original amount of \$228,800.00.

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

LOT TWENTY THREE (23) IN BLOCK (2) IN DIETZ' ADDITION TO IRVING PARK, A SUBDIVISION OF THE SOUTH WEST QUARTER OF THE SOUTH HALF OF THE EAST 80 ACRES OF THE NORTH EAST QUARTER OF SECTION TWENTY TWO (22), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3649-51 N. KEDVALE, CHICAGO, IL 60641. The Real Property tax identification number is 13-22-223-003.

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

"To modify any and all references in the mortgage to the Note such that any and all references after the date hereof are deemed to refer to the note as identified by that certain Change of Terms Agreement of even date herewith.".

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

ATGF, INC

## UNOFFICIAL CO MODIFICATION OF MORTGAGE \_ **COPP8**621703 <sub>Page 2 of</sub>

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## CORPORATE ACKNOWLEDGMENT

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appeared Authorized Officer and known to me to be authorized a acknowledged the Modification to be Bylaws or by resolution of its board that they are authorized to execut corporation.	Authorized Officer of American National Section 19 19 19 19 19 19 19 19 19 19 19 19 19	onal Bank and Trust Company, and d the Modification of Mortgage and of the corporation, by authority of its therein mentioned, and on oath stated
By Anne MMuticas	Residing at	
Notary Public in and for the State	of	
My commission expires		"OFFICIAL SEAU" Anne M. Marchert Notary Public, State of Illinois My Commission Expires April 23, 2002
	LENDER ACKNOWLEDGMENT	Place infinites store.
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COUNTY OF COOK	, ,	
authorized agent for the Lender instrument to be the free and volume board of directors or otherwise, for	and known to me to be the hat executed the within and foregoing ary act and deed of the said Lender, duly the uses and purposes therein mentioned ament and that the seal affixed is the corp	instrument and acknowledged said authorized by the Lender through its it, and on onthe stated that he or she is
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Notary Public in and for the State of	Mellinay	"OFFICIAL SEAL"
My commission expires //- 01		ANN ORTIZ IOTARY PUBLIC STATE OF ILLINOIS fly Commission Expires 11/08/2000

LASER PRO, Reg. U.S. Pat. & T.M. (Iff., Ver. 3.24a (c) 1998 CFI ProServices, Inc. All rights reserved. [IL-G201 E3:24 F3:24 JAKUBIK.LN H32:OVL]

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(Continued)

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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 AMERICAN NATIONAL BANK AND TRUST COMPANY DATED UNDER TRUST #94-4001 AND DATED AUGUST 1, 1994.

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