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**RECORDATION REQUESTED BY:**

Manufacturers Bank  
3232 West Peterson  
Chicago, IL 60659

**WHEN RECORDED MAIL TO:**

Manufacturers Bank  
3232 West Peterson  
Chicago, IL 60659

98772216

DEPT-01 RECORDING \$27.50  
140009 TRAN 3707 08/28/98 14:33:00  
#8833 # RC #-98-773216  
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY



This Modification of Mortgage prepared by: MFB-Peterson Banking Center  
3232 West Peterson Avenue  
Chicago, Illinois 60659

REI TITLE SERVICES #

625858

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 1, 1998, BETWEEN Chicago Title Land Trust Company, successor Trustee to The Chicago Trust Company, Successor Trustee to Chicago Title & Trust Company as Trustee under Trust Agreement dated May 17, 1983 and known as Trust # 1083566, as Trustee, (referred to below as "Grantor"), whose address is 171 North Clark, Chicago, IL 60601; and Manufacturers Bank (referred to below as "Lender"), whose address is 3232 West Peterson, Chicago, IL 60659.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated July 1, 1988 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage recorded July 8, 1988 as document number 88299957 and Modified by Modification Agreement dated August 1, 1993 and recorded October 18, 1993 as document number 93832396.

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

The South 1/2 of Block 7 (except the East 150 Feet thereof conveyed to Chicago and Northwestern Railroad Company, and except that portion lying south of the East Rail of Lead Spur Track of the Chicago and Northwestern Railroad Company entering the Consolidated Company) of Nicholas Miller's Balmoral Subdivision of the Northwest 1/4 of the Northeast 1/4 (except the North 25 Feet) West of Railroad in Section 7, Township 40 North, Range 25, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 5435 North Wolcott Avenue, Chicago, IL 60640. The Real Property tax identification number is 14-07-201-019-0000.

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

The Maturity date of August 1, 1998 is hereby extended to August 1, 2013. The interest rate of One and One-half over the Wall Street Journal Prime is decreased to One over Manufacturers Bank Reference Rate beginning August 1, 1998 and continuing on the first (1st) day of each month thereafter with a final payment of the entire remaining balance of Principal and Interest due August 1, 2013. 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 endorser 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

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## MODIFICATION OF MORTGAGE (Continued)

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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 \_\_\_\_\_ AND DATED \_\_\_\_\_.**

**BORROWER:**

Chicago Title Land Trust Company, successor Trustee to The Chicago Trust Company, Successor Trustee to Chicago Title & Trust Company as Trustee under Trust Agreement dated May 12, 1983 and known as Trust # 1083566

**SEE ATTACHED EXCULPATORY**


**CLERK FOR SIGNATURE**

By: \_\_\_\_\_  
Its: Vice President/Trust Officer

By: \_\_\_\_\_  
Its: Authorized Signer

**LENDER:**

Manufacturers Bank

By:  \_\_\_\_\_  
Authorized Officer

Clerk of Cook County Clerk's Office

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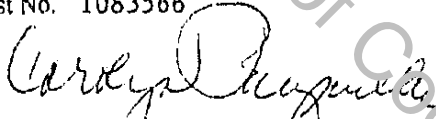
EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE  
UNDER TRUST 1083566 ATTACHED TO AND MADE A PART OF THE  
Modification DATED August 1, 1998 , TO Manufacturers Bank

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 TITLE LAND 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.

Date: August 21, 1998

CHICAGO TITLE LAND TRUST COMPANY, as Trustee  
Under Trust No. 1083566

By:

  
Assistant Vice President

Attest:

By:

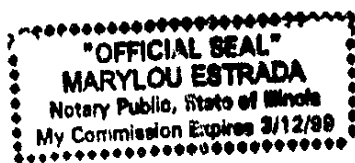
  
Assistant Secretary



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 instrument 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 free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this August 21, 1998



  
NOTARY PUBLIC

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## MODIFICATION OF MORTGAGE (Continued)

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### CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned Notary Public, personally appeared its: Vice President/Trust Officer; and its: Authorized Signer of Chicago Title Land Trust Company, successor Trustee to The Chicago Trust Company, Successor Trustee to Chicago Title & Trust Company as Trustee under Trust Agreement dated May 12, 1983 and known as Trust # 1083566, 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 \_\_\_\_\_ Residing at \_\_\_\_\_

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

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

### LENDER ACKNOWLEDGMENT

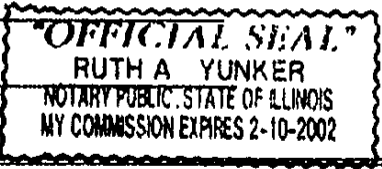
STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

On this 26<sup>th</sup> day of August, 19 98, before me, the undersigned Notary Public, personally appeared LEBECCA JOHNSON and known to me to be the \_\_\_\_\_, 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 Ruth A. Yunker Residing at Chicago

Notary Public in and for the State of IL

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



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