

This Document Prepared By  
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Cook County Recorder 31.50

Karen Cairo  
LaSalle Bank N.A.  
4747 W. Irving Park Road  
Chicago Illinois 60641



REI TITLE SERVICES # 556062

## MODIFICATION AGREEMENT

This Modification entered into this 28th day of November, 1997, by and between LaSalle National Bank, Successor Trustee to Columbia National Bank of Chicago, not personally, but as Trustee under Trust Agreement dated May 13, 1992 and known as Trust No. 01-3981 (hereinafter referred to as "Mortgagor") and LaSalle Bank National Association, a/k/a LaSalle Bank N.A., f/k/a Columbia National Bank of Chicago (hereinafter referred to as "Mortgagee").

### WITNESSETH:

WHEREAS, Mortgagor has previously executed an Installment Note dated May 28, 1992 in the principal amount of \$730,486.46 (the "Note") in favor of LaSalle Bank National Association, a/k/a LaSalle Bank N.A., f/k/a Columbia National Bank of Chicago which Installment Note is secured by the Mortgage dated May 28, 1992 which was recorded on June 16, 1992 as Document No. 92430083 in the County of Cook, State of Illinois, and

WHEREAS, as additional security for the indebtedness evidenced by the Installment Note, Mortgagor executed an Assignment of Rents dated May 28, 1992 which was recorded on June 16, 1992 as Document No. 92430084

WHEREAS, the principal amount of \$693,877.57 remains unpaid as of the date hereof on the Installment Note; and

WHEREAS, Mortgagee has agreed to modify and extend the maturity date of the Installment Note on the terms and conditions as set forth herein;

WHEREAS, Mortgagor recognizes and affirms that the lien of the aforesaid Mortgage and Assignment of Rents is a valid and subsisting lien on the real property located in Cook County, State of Illinois described in Exhibit "A" attached hereto and incorporated by reference herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein and upon the express condition that the lien of the Mortgage and Assignment of Rents is a valid and subsisting lien on the premises legally described in Exhibit "A" and on the further condition that the execution of Modification Agreement will not impair the lien of the Mortgage and Assignment of Rents, a breach of said conditions or either of them, that this agreement will not take effect and shall be void;

### IT IS HEREBY AGREED AS FOLLOWS:

1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.

# UNOFFICIAL COPY

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2. The Mortgagor hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in the Installment Note, Mortgage and Assignment of Rents to be performed by Mortgagor therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Mortgage and Assignment of Rents.

3. IT IS FURTHER AGREED, HOWEVER, that the Installment Note, Mortgage and Assignment of Rents on which there is an outstanding balance of \$693,877.57, which is due currently to be paid in full no later than November 28, 1997, shall be modified to change the maturity date to December 28, 1997. All terms of the \$730,486.46 Installment Note shall remain the same. (All payments shall be made in lawful money of the United States at the offices of LASALLE BANK N.A., 4747 W. Irving Park Road, Chicago, Illinois 60641, or such other place that the holder may from time to time in writing elect.).

4. Mortgagor specifically agrees, recognizes and affirms that the Mortgage and Assignment of Rents are modified and extended to secure the performance of all those covenants, agreements and conditions contained in the Installment Note, as hereby amended

5. Mortgagor agrees that if a default is made in the payment of any principal or interest in the Installment Note as modified and extended when due or if there shall be any other breach or default of the terms, conditions and covenants of the Installment Note, Mortgage and Assignment of Rents and any Guaranty or other instrument securing repayment of the Installment Note, then the entire principal balance, together with all accrued interest shall at the option of the Mortgagee, as holder of the Installment Note, become due and payable immediately without further notice.

6. All the real property described in the Mortgage and Assignment of Rents shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and Assignment of Rents and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or the conveyance affected by the Mortgage except as expressly provided herein..

7. The original signed copy of this modification shall be duly recorded with the Recorder of Deeds of Cook County, Illinois. This modification shall constitute the terms and conditions of the Installment Note, Mortgage and Assignment of Rents and be binding upon Mortgagor and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Modification Agreement the day and year first above written.

**LENDER:**

LaSalle Bank National Association  
a/k/a LaSalle Bank N.A. f/k/a Columbia  
National Bank of Chicago

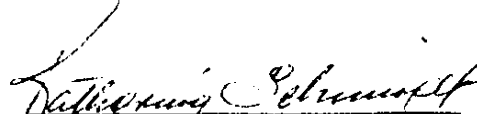
By:   
Katharina Schmidt  
Vice President

EXHIBIT "A"

Lots 24 and 25 in Block 13 in Krenn and Dato's Devonshire Manor, being a Subdivision of the South 1/2 of Section 15, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 9022 N. Kilbourn, Skokie, IL

PIN# 10-15-313-024

PIN# 10-15-313-025

Karen Cairo  
LaSalle Bank N.A.  
4747 W. Irving Park Road  
Chicago, Illinois 60641

Property of Cook County Clerk's Office

(FOR THE EXCULPATORY PROVISION OF LASALLE NATIONAL BANK AND NOTARY PUBLIC BORROWER. OF LASALLE NATIONAL BANK SEE ATTACHED RIDER)

LASALLE NATIONAL BANK F/K/A COLUMBIA NATIONAL BANK OF CHICAGO, not personally, but as Trustee under Trust Agreement dated 5/13/92 and known as Trust No. 01-4009

\* under Trust Agreement dated 5/13/92 and known as Trust No. 01-3981

under Trust Agreement dated 3/1/84 and known as Trust No. 01-1860

\* By: *Rossney Gullson*  
Assistant Vice President

Attest: *Robert C. ...*  
Assistant Secretary

By: *Jaime Rodriguez*  
Jaime Rodriguez

By: *Consuelo E. Palacios*  
Consuelo E. Palacios

LENDER:  
LaSalle Bank National Association  
a/k/a LaSalle Bank N.A. f/k/a Columbia  
National Bank of Chicago

By: *Katharina Schmidt*  
Katharina Schmidt  
Vice President

Property of Cook County Clerk's Office

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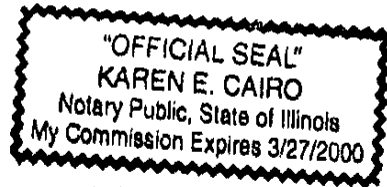
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Katharina Schmitt and Vice President of the LaSalle National Bank f/k/a Columbia National Bank of Chicago, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and \_\_\_\_\_ 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 said Vice President as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Vice President'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

Karen E Cairo

11/28/97  
Notary Seal  
Date



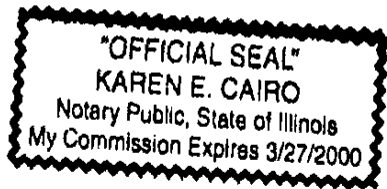
COUNTY OF COOK )  
STATE OF ILLINOIS )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Jaime Rodriguez and Consuelo E. Palacios, individually, personally known to me to be the same persons whose names are subscribed to the foregoing instrument 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 for the uses and purposes therein set forth;

Given under my hand and Notarial Seal

Karen E Cairo  
Notary Seal

11/28/97  
Date



**MORTGAGE**

(~~TRANSFER AGREEMENT~~)  
(~~EXTENSION AGREEMENT~~)  
(~~ADDITIONAL ADVANCE AGREEMENT~~)  
( MODIFICATION AGREEMENT

Dated November 28, 1997

Under Trust No. 01-3981

This instrument is executed by **LASALLE NATIONAL BANK**, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by **LASALLE NATIONAL BANK** are undertaken by it solely as Trustee as aforesaid, and not individually and no personal liability shall be asserted to be enforceable against **LASALLE NATIONAL BANK** by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said **LASALLE NATIONAL BANK**, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon **LASALLE NATIONAL BANK**, personally or as said Trustee to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said **LASALLE NATIONAL BANK** personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

STATE OF ILLINOIS )

COUNTY OF COOK )

I, Harriet Denisevicz, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Rosemary Collins, ~~Senior~~/Assistant Vice President of **LA SALLE NATIONAL BANK**, AND Deborah Carbon, Assistant Secretary of said bank 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 said instrument as their own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he/she, as custodian of the Corporate Seal of said Bank, did affix said Corporate Seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said bank for the uses and purposes therein set forth.

Given under my name and notarial seal this 19 day of December, 19 97.

Harriet Denisevicz  
NOTARY PUBLIC

