

# UNOFFICIAL COPY

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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

THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 23, 1997, BETWEEN Cole Taylor Bank, not personally but as Trustee under Trust Agreement dated December 17, 1992 and known as Trust Number 92-4197, as Trustee, (referred to below as "Grantor"), whose address is 850 W. Jackson Street, Chicago, IL 60607; and Manufacturers Bank (referred to below as "Lender"), whose address is 1200 North Ashland Avenue, Chicago, IL 60622-2298.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated December 23, 1992 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

**Mortgage, Security Agreement and Financing Statement and Assignment of Rents and Leases dated December 23, 1992 and recorded on December 29, 1992 as document numbers 92980047 and 92980049**

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

**LOT 36 IN BLOCK 3 IN BAUWANS AND HOFFMANN'S SUBDIVISION OF THAT PART NORTH OF NORTHWESTERN PLANK ROAD (NOW MILWAUKEE AVENUE) OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

The Real Property or its address is commonly known as 1259 North Milwaukee Avenue, Chicago, IL 60622. The Real Property tax identification number is 17-06-232-018.

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

**The original principal amount of \$225,000.00 has been reduced to \$200,762.21. The original maturity date of December 23, 1997 is hereby extended to December 23, 2002. All other terms and provisions of the original 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 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

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## MODIFICATION OF MORTGAGE (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 92-4197 AND DATED DECEMBER 17, 1992.

**BORROWER:**

*Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof*

Cole Taylor Bank, not personally but as Trustee under Trust Agreement dated December 17, 1992 and known as Trust Number 92-4197

By: \_\_\_\_\_

*[Signature]*  
Its: Trust Officer

By: \_\_\_\_\_

*[Signature]*  
Its: Authorized Signer

**LENDER:**

Manufacturers Bank

By: \_\_\_\_\_

*[Signature]*  
Authorized Officer

IRENE FORD  
Vice President

### CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

On this 27th day of FEBRUARY, 1997, before me, the undersigned Notary Public, personally appeared its: Trust Officer; and its: Authorized Signer of Cole Taylor Bank, not personally but as Trustee under Trust Agreement dated December 17, 1992 and known as Trust Number 92-4197, 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: \_\_\_\_\_

*[Signature]*

Residing at \_\_\_\_\_

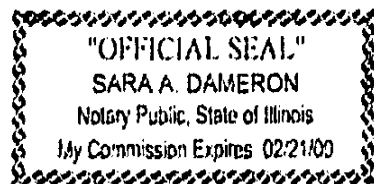
850 W JACKSON

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

ILLINOIS

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

02/21/00



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## MODIFICATION OF MORTGAGE (Continued)

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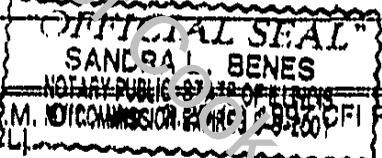
### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this 23rd day of December 1997, before me, the undersigned Notary Public, personally appeared Frank Bro and known to me to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be a 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 Sandra Benes Residing at 1200 N. Astor Ave. Chicago, Ill.  
Notary Public in and for the State of Illinois

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



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[IL-G201 WULFSTAT.LN C2.OVL]

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## EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein 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 Cole Taylor Bank on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking 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.

COLE TAYLOR BANK

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