

# UNOFFICIAL COPY 98371940

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1998-05-06 10:06:08  
Cook County Recorder 25.50

**RECORDATION REQUESTED BY:**

LASALLE NATIONAL BANK  
135 S. LaSalle St.  
CHICAGO, IL 60603

**WHEN RECORDED MAIL TO:**

LASALLE NATIONAL BANK  
135 S. LaSalle St.  
CHICAGO, IL 60603



FOR RECORDER'S USE ONLY

REI TITLE SERVICES # 590823

This Modification of Mortgage prepared by: LaSalle National Bank - Commercial Re  
3201 N. Ashland Avenue  
Chicago, Illinois 60657

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 15, 1998, BETWEEN Corus Bank, N.A. f/k/a Aetna Bank as Trust #10-1670, as Trustee, (referred to below as "Grantor"), whose address is 2401 N. Halsted Street, Chicago, IL 60614; and LASALLE NATIONAL BANK (referred to below as "Lender"), whose address is 135 S. LaSalle St., CHICAGO, IL 60603.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated March 28, 1988 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

The original Trust Deed dated March 28, 1988 and recorded on May 5, 1988 as document #88190713 and modified on April 15, 1993 and recorded on July 7, 1993 as document #93517093 and this modification dated April 15, 1998 hereinafter, will collectively be defined as the Mortgage.

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

LOT 40 AND THE E 1/2 OF LOT 41 IN FEINBERG'S SHERIDAN DRIVE ADDITION IN THE SE 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 932 W. Newport, Chicago, IL 60657. The Real Property tax identification number is 14-20-410-017.

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

Extend the maturity date to April 15, 2003 and change the interest rate to 7.80% as evidenced by the Promissory Note dated April 15, 1998.

**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.

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04-15-1998

Loan No

MODIFICATION OF MORTGAGE

(Continued)

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 CORUS BANK, N.A. F/K/A AETNA BANK AS TRUST #10-1670 AND DATED JANUARY 16, 1973.

BORROWER:

Corus Bank, N.A. /trustee u/t/n  
f/k/a Aetna Bank as Trust #10-1670 & not personally

By: Judith E. Lewis  
Trust Officer

TRUSTEE DOES NOT WARRANT ANY ENDEAVOR

By: [Signature]  
Trust Officer

This document is executed by CORUS BANK, as Aetna Bank, and not individually, and solely as Trustee under Trust Agreement mentioned in said document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this document shall be payable only out of any fund or source which may be held thereunder, except that no duty shall rest upon CORUS BANK, as Trustee, to register any of the earnings, profits, or proceeds of any fund or out of said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this document or for the validity or enforceability of said paper or for any agreement with respect thereto. Any and all past, at liability of CORUS BANK is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each kind are those of the Trustee's beneficiaries only and shall in no way be considered the responsibility and liability of CORUS BANK. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by CORUS BANK, as Trustee.

LENDER:

LASALLE NATIONAL BANK

By: Emy Kelly  
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois

) ss

\* Judith E. Lewis, Trust Off.  
and Veronice Maclin, Trust Off.

COUNTY OF Cook

On this 28th day of April, 19 98, before me, the undersigned Notary Public, personally appeared \* [Signature] and \* [Signature], Attest Officer of Corus Bank, N.A. f/k/a Aetna Bank as Trust #10-1670, 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 2401 N. Halsted, Chicago, IL

60614

Notary Public in and for the State of Illinois

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



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Loan No

MODIFICATION OF MORTGAGE  
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## LENDER ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF Cook ) ss



On this 29 day of April, 1998, before me, the undersigned Notary Public, personally appeared Ey Kolas and known to me to be the Wall Office 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 [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires April 1, 2001

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