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1999-05-03 11:56:36  
Cook County Recorder 25.50



RECORDATION REQUESTED BY:  
BRICKYARD BANK  
6676 N. LINCOLN AVENUE  
LINCOLNWOOD, IL 60645-3631

WHEN RECORDED MAIL TO:  
BRICKYARD BANK  
6676 N. LINCOLN AVENUE  
LINCOLNWOOD, IL 60645-3631

SEND TAX NOTICES TO:  
AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO AS  
TRUSTEE UNDER TRUST  
AGREEMENT DATED MAY 20, 1998  
AND KNOWN AS TRUST NUMBER  
124149-00  
33 N. LASALLE ST.  
CHICAGO, IL 60690



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: BRICKYARD BANK  
6676 N. LINCOLN AVE.  
LINCOLNWOOD, IL 60645-3631

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MARCH 16, 1999, BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1998 AND KNOWN AS TRUST NUMBER 124149-00, as Trustee, (referred to below as "Grantor"), whose address is 33 N. LASALLE ST., CHICAGO, IL 60690; and BRICKYARD BANK (referred to below as "Lender"), whose address is 6676 N. LINCOLN AVENUE, LINCOLNWOOD, IL 60645-3631.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 29, 1998 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED JUNE 8, 1998 AS DOCUMENT NUMBER 98476351 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND LATEEF M. KHAN TO BRICKYARD BANK TO SECURE A NOTE FOR \$1,300,000.00

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

LOT 9 AND LOT 10 IN BLOCK 8 IN WILLIAM L. WALLEN'S EDGEWATER GOLF CLUB ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2414-24 W. DEVON AVENUE, CHICAGO, IL 60659. The Real Property tax identification number is 10-36-431-023.

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

GRANTOR HAS RECIEVED AN ADDITIONAL ADVANCE OF \$500,000.00. SAID ADDITIONAL ADVANCE IS EVIDENCED BY A SEPARATE PROMISSORY NOTE (NOTE) DATED MARCH 16, 1999 AND TO BE FULLY REPAYED ON OR BEFORE MARCH 16, 2000. SAID NOTE IS SECURED BY THE PROPERTY PURSUANT TO THE TERMS OF THE MORTGAGE..

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

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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.

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 TRUST NUMBER 124149-00 AND DATED MAY 20, 1998.

**BORROWER:**

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1998 AND KNOWN AS TRUST NUMBER 124149-00

By: \_\_\_\_\_  
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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

**LENDER:**

BRICKYARD BANK

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

**CORPORATE ACKNOWLEDGMENT**

STATE OF IL )

COUNTY OF COOK ) ss



On this 15 day of April, 19 99, before me, the undersigned Notary Public, personally appeared --, -- of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1998 AND KNOWN AS TRUST NUMBER 124149-00, and known to me to be an authorized agent 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 he or she is 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 IL

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

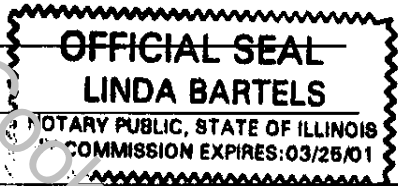
LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

On this 16TH day of APRIL, 19 99, before me, the undersigned Notary Public, personally appeared EDWARD LEE and known to me to be the LOAN OFFICER, 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 Linda Bartels Residing at 6676 N. LINCOLN AVE.

Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_



Cook County Clerk's Office