

UNOFFICIAL COPY 99445095

RECORDATION REQUESTED BY:

Grand National Bank
7100 West Oakton Street
Niles, IL 60714

4901/0110 51 001 Page 1 of 3
1999-05-07 14:28:44
Cook County Recorder 25.50



WHEN RECORDED MAIL TO:

Grand National Bank
Attn: Central Credit Services
P.O. Box 120
Freeport, IL 61032

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Grand National Bank
7100 West Oakton Street
Niles, IL 60714

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 1, 1999, BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY SUCCESSOR TRUSTEE TO COMERICA BANK-ILLINOIS, as Trustee, NOT PERSONALLY BUT AS TRUSTEE ON BEHALF OF TRUST NO.11801 UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED MAY 13, 1993, (referred to below as "Grantor"), whose address is 203 NORTH LASALLE STREET, MAZZANINE, CHICAGO, IL 60601; and Grand National Bank (referred to below as "Lender"), whose address is 7100 West Oakton Street, Niles, IL 60714.

MORTGAGE. Grantor and Lender have entered into a mortgage dated January 13, 1995 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

Recorded February 22, 1995 as document number 95123043 & 95123044 in Cook County, Illinois

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

LOT 1 IN ANTHONY'S SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING ON THE EASTERLY LINE 173.11 FEET NORTH OF THE SOUTHEAST CORNER; THENCE 93 DEGREES 23 MINUTES 24 SECONDS FROM SAID CORNER WESTERLY 63.28 FEET; THENCE 224 DEGREES 24 MINUTES 38 SECONDS NORTHWESTERLY FROM THE LAST DESCRIBED COURSE 79.91 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF MCCORMICK ROAD, BEING THE WESTERLY LINE OF SAID LOT 1, ALL IN COOK COUNTY, ILLINOIS. GRANTOR HEREBY RESERVES THE RIGHT FOR ITS OWN BENEFIT, THE PROPERTY OF THE GENERAL PUBLIC ADJACENT PROPERTY OWNERS THE FOLLOWING DESCRIBED EASEMENTS: EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS OVER EXISTING DRIVEWAY ON THE NORTHERN 26 FEET OF THE ABOVE DESCRIBED PARCEL; EASEMENT FOR EMERGENCY PEDESTRIAN INGRESS AND EGRESS ALONG THE SOUTHERLY 5 FEET OF THE ABOVE DESCRIBED PARCEL, BEGINNING AT POINT 63.28 FEET WESTERLY FROM THE SOUTHEAST CORNER OF SAID PARCEL

The Real Property or its address is commonly known as 6343 NORTH MCCORMICK ROAD, CHICAGO, IL 60659. The Real Property tax identification number is 13-02-220-052.

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

The purpose of this modification is to extend the maturity date to February 1, 2002.

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

Handwritten signature/initials

UNOFFICIAL COPY
(Continued)

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.

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 #11801 AND DATED MAY 13, 1993.

BORROWER:

AMERICAN NATIONAL BANK AND TRUST COMPANY SUCCESSOR TRUSTEE TO COMERICA BANK-ILLINOIS

As Trustee ATTEST

By: 

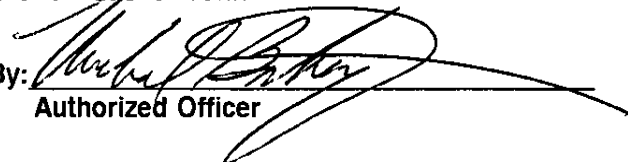
AUTHORIZED SIGNER, TRUST OFFICER

Attestation not required by American National Bank and Trust Company of Chicago By Laws

By: _____
AUTHORIZED SINGER, TRUST OFFICER

LENDER:

Grand National Bank

By: 

Authorized Officer

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.

COOK COUNTY Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS
COUNTY OF COOK
IN SENATE
JANUARY 14, 1908
REPORT OF THE
COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO
RESOLUTION PASSED
MAY 15, 1907
BY THE SENATE
RELATIVE TO THE
LANDS BELONGING TO
THE STATE OF ILLINOIS
AND THE MANNER OF
THEIR SALE
BY THE COMMISSIONERS
OF THE LAND OFFICE
IN RESPONSE TO
RESOLUTION PASSED
MAY 15, 1907
BY THE SENATE
RELATIVE TO THE
LANDS BELONGING TO
THE STATE OF ILLINOIS
AND THE MANNER OF
THEIR SALE

10000000

CORPORATE ACKNOWLEDGMENT

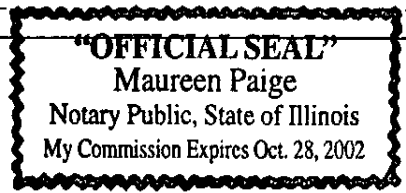
STATE OF ILLINOIS)

COUNTY OF COOK)

) ss * **Dennis John Carrara**
Assistant Vice President

On this 7th day of April, 1999, before me, the undersigned Notary Public, personally appeared ***AUTHORIZED SIGNER, TRUST OFFICER; and AUTHORIZED SINGER, TRUST OFFICER of AMERICAN NATIONAL BANK AND TRUST COMPANY SUCCESSOR TRUSTEE TO COMERICA BANK-ILLINOIS**, 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 Maureen Paige Residing at _____
Notary Public in and for the State of ILLINOIS
My commission expires 10-28-02

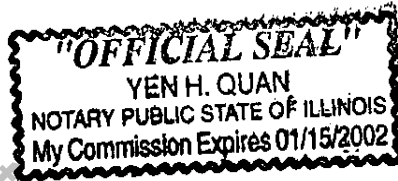


LENDER ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook)

) ss **YEN H. QUAN**
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 01/15/2002



On this 1st day of Feb, 1999, before me, the undersigned Notary Public, personally appeared Kevin J Huff 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 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 Yen H Quan Residing at 7100 W Oakton IL Niles
Notary Public in and for the State of Illinois
My commission expires 1/15/2002