

UNOFFICIAL COPY 99454638

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Cook County Recorder 27.50

RECORDATION REQUESTED BY:

LASALLE BANK NATIONAL
ASSOCIATION
4747 West Irving Park Road
Chicago, IL 60641



99454638

WHEN RECORDED MAIL TO:

LaSalle Bank N.A.
Business Banking Loan Center
4747 W. Dempster St.
Skokie, IL 60076



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: **Nilda Flores**
4747 W. DEMPSTER STREET
SKOKIE, IL 60076

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 20, 1999, BETWEEN LaSalle National Bank as Trustee under Trust Agreement dated January 10, 1978 known as Trust No. 26-44210, whose address is 135 S. LaSalle Street, Chicago, IL 60603 (referred to below as "Grantor"); ; and LASALLE BANK NATIONAL ASSOCIATION (referred to below as "Lender"), whose address is 4747 West Irving Park Road, Chicago, IL 60641.

MORTGAGE. Grantor and Lender have entered into a mortgage dated February 20, 1998 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage and an Assignment of Rents dated February 20, 1998, recorded March 11, 1998 in the office of the recorder of deeds of Cook County, Illinois as documents No.s 98192323 and 98192324; Executed by Grantory to LaSalle Bank National Association.

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

LOT 18 IN CENTEX INDUSTRIAL PARK NORTH UNIT 6, A SUBDIVISION IN THE SOUTH 1/2 SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1000 Nicholas Ave, Elk Grove Village, IL 60007. The Real Property tax identification number is 08-26-301-039-0000.

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

Promissory Note dated February 20, 1998 in the amount of \$560,000.00, Executed by William Rogers ("Borrower"); Borrower has requested and Lender has agreed to reduce current interest rate from 7.90% to 7.40% fixed rate. Except as modified hereby and the new note all other terms and conditions and all other loan documents shall remain in full force and effect according to their terms..

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

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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 LASALLE NATIONAL BANK/TRUST #26-442100 AND DATED JANUARY 10, 1978.

BORROWER: See Exhibit 'A' for Trustee's Exoneration Clause

Lasalle National Bank as Trustee under Trust Agreement dated January 10, 1978 known as Trust No. 26-442100 and not personally

By: Nancy A. Carlin
Trust Officer, Assistant Vice President

LENDER:
LASALLE BANK NATIONAL ASSOCIATION

By: [Signature]
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois

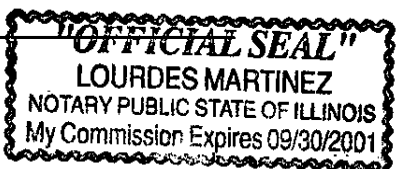
)*Nancy A. Carlin, Assistant Vice President

COUNTY OF Cook

On this 11th day of March, 19 99, before me, the undersigned Notary Public, personally appeared Trust Officer of Lasalle National Bank as Trustee under Trust Agreement dated January 10, 1978 known as Trust No. 26-442100, 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 [Signature] Residing at Chicago, Illinois
Notary Public in and for the State of Illinois

My commission expires _____



Loan No

LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook) ss

On this 20 day of February 19 99, before me, the undersigned Notary Public, personally appeared John M. Totano 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 Maria A. Spanos Residing at Cook County

Notary Public in and for the State of _____

My commission expires _____



Property of Cook County Clerk's Office

EXHIBIT A

RIDER ATTACHED TO AND MADE A PART OF
(TRANSFER AGREEMENT
MORTGAGE (EXTENSION AGREEMENT
(ADDITIONAL ADVANCE AGREEMENT
(MODIFICATION

Dated February 20, 1999

Under Trust No. 26-4421-00

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 environment damage.

Clerk's Office