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1999-06-29 11:18:28  
Cook County Recorder 25.00



BOX 260

WHEN RECORDED MAIL TO:

LaSalle Bank, F.S.B.  
8303 W. Higgins Road - Suite 500  
Chicago, IL 60631-2983

1131559 1/2

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by: Debora Thompson Dalbis  
8303 W HIGGINS, SUITE 500  
CHICAGO IL 60631

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 25, 1999, BETWEEN Itasca Bank and Trust Company, as Trustee, (referred to below as "Grantor"), whose address is 308 W. Irving Park Road, Itasca, IL 60143; and LaSalle Bank, F.S.B. (referred to below as "Lender"), whose address is 8303 W. Higgins Road - Suite 500, Chicago, IL 60631-2983.

MORTGAGE. Grantor and Lender have entered into a mortgage dated January 21, 1997 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

"Recorded 01-24-97 as document number 97054950, executed by Itasca Bank & Trust Company, as trustee, to LaSalle Bank FSB in the original amount of \$245,7000.00"

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

THE NORTH 40 FEET OF LOT 8 IN BLOCK 17 IN THE SECOND ADDITION TO ELLSWORTH, A SUBDIVISION OF PART OF BLOCKS 11, 12, 15 TO 18 IN CHICAGO HEIGHTS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1802, AS DOCUMENT NUMBER 1706945, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2423 N 76TH AVENUE, ELMWOOD PARK, IL 60707606. The Real Property tax identification number is 12-25-432-018.

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

"To modify any and all references in the mortgage to the Note such that any and all references after the date hereof are deemed to refer to the note as identified by that certain Change in Terms Agreement of even date herewith".

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

ATGF, INC

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 ITASCA BANK AND TRUST COMPANY U/T/N 11470 AND DATED JANUARY 9, 1997.

**BORROWER:**

Itasca Bank and Trust Company As Trustee  
Under Trust #11470 and not personally

By: [Signature]  
Landtrust Officer

This instrument is executed by ITASCA BANK & TRUST CO. not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by said bank are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against said bank by reason of any of the covenants, statements, representations, guarantees, warranties or indemnifications contained in this contract

**LENDER:**

LaSalle Bank, F.S.B.

By: [Signature]  
Authorized Officer

**CORPORATE ACKNOWLEDGMENT**

STATE OF Illinois )

) ss

COUNTY OF DuPage )

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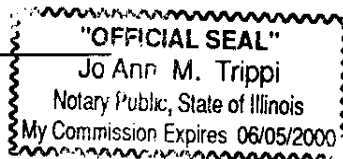
On this 29th day of April, 19 99, before me, the undersigned Notary Public, personally appeared **Landtrust Officer of Itasca Bank and Trust Company**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free 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 308 West Irving Park Road, Itasca, Il.

Notary Public in and for the State of Illinois

My commission expires June 5, 2000



LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this 23 day of April, 19 99, before me, the undersigned Notary Public, personally appeared Patrick Himmelfarb and known to me to be the Asst. 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 Ann Ortiz Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 11/08/2000



Cook County Clerk's Office

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