

# UNOFFICIAL COPY

99053237

RECORDATION REQUESTED BY  
AND MAIL TO:  
Bank One, Illinois, NA  
Commercial Real Estate IL 1-7521  
200 S. Wacker Dr., 5th Floor  
Chicago, IL 60606-5802  
Attn: Mary M. Jahntz

9088/0025 04 001 Page 1 of 8  
1999-01-19 09:46:02  
Cook County Recorder 35.00



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## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE ("Agreement") is effective as of October 1, 1998 between **Bank One, Illinois, NA** formerly known as **Bank One, Chicago, NA** as successor by merger with **Bank One, LaGrange, ,** as trustee under Trust Agreement dated **June 10, 1992** and known as Trust No. **10406** ("Mortgagor"); and **Bank One, Illinois, NA** (referred to below as "Lender"), whose address is East Old State Capitol Plaza, P. O. Box 19266, Springfield, IL 62794-9266.

### WITNESSETH:

WHEREAS, a loan ("Loan") was made to Mortgagor in the amount of \$1,380,000.00, evidenced by a promissory note (as renewed, extended or modified, the "Note") dated November 15, 1992, executed and delivered by Mortgagor in the principal amount of the Loan (the Note being more fully described in the Mortgage); and

WHEREAS, Mortgagor executed and delivered a mortgage (as renewed, extended or modified, the "Mortgage") dated November 15, 1992, to and for the benefit of Lender, which is recorded in the Real Property Records of **Cook County, Illinois** as document number **92986782** recorded **December 31, 1992** covering the following real property which has the property identification number: **28-25-401-019-0000 Vol. 33.**

**See Exhibit "A" attached hereto and made a part hereof for all purposes intended**

together with all improvements, appurtenances, other properties (whether real or personal), rights and interests described in and encumbered by the Mortgage (collectively, the "Property"), to secure the payment of the Note and performance of the other obligations set forth in the Note, Mortgage and all credit agreements, loan agreements, guaranties, security agreements, mortgages and all other instruments, agreements and documents, whether now or hereinafter existing, executed in connection with the Loan (the Note, Mortgage and such other instruments, agreements and documents collectively known herein as the "Related Documents"); and

**BOX 333-CT**

7374018, 656, D2

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WHEREAS, Lender is the owner and holder of the Note, Mortgage and the other Related Documents; and

WHEREAS, the parties hereto now propose to modify certain of the terms and provisions of the Mortgage as provided herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Mortgagor is justly indebted to the Mortgagee in the principal sum of SEVEN HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED EIGHTY THREE AND 35/100 Dollars (\$762,583.35) evidenced by a certain PROMISSORY NOTE dated October 1, 1998 (as it may hereafter from time to time be renewed, extended, modified and restructured, collectively, the "Note"), made payable to the order of and delivered to the Mortgagee, whereby the obligor promises to pay the Note, late charges, prepayment premiums (if any) and interest at the rate or rates, all as provided in the Note. The final payment of principal and interest, if not sooner paid, shall be due on October 1, 2002. The Note evidences a renewal and an extension of the indebtedness evidenced by the Promissory Note dated the date of this Mortgage in the original principal amount of \$1,380,000.00 which had an original maturity date of December 1, 1998, which indebtedness continues and subsists. All such payments on account of the indebtedness secured hereby shall be applied first to interest on the unpaid principal balance of the Note, secondly to any other sums due thereunder, thirdly to all other advances and sums secured hereby, and the remainder to principal.

**Acknowledgment.** Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise affect the obligations of any party to the Mortgage.

**No Waivers of Remedies.** Except as may be expressly set forth herein, nothing contained in this Agreement shall prejudice, act as, or be deemed to be, a waiver of any right, remedy or recourse available to Lender by reason of the occurrence or existence of any fact, circumstance or event constituting a default under the Note or any of the other Related Documents.

**Costs and Expenses.** Contemporaneously with the execution and delivery hereof, Borrower shall pay, or cause to be paid, all costs and expenses incident to the recordation hereof and the consummation of the transaction contemplated hereby, including, but not limited to, recording fees, title insurance policy or endorsement premiums or other charges of any applicable title company, and reasonable fees and expenses, if applicable, of legal counsel to Lender.

**Effectiveness of Related Documents.** Except as expressly modified by the terms and provisions hereof or provided herein to the contrary, each and every term and provision of the Mortgage is hereby ratified and shall remain in full force and effect and the parties hereto

covenant to observe, comply with and perform each of the terms and provisions of the Mortgage, as modified hereby; provided, however, that any reference in the Mortgage to the Loan, the amount constituting the Loan, any defined terms, or to any of the other Related Documents shall be deemed, from and after the date hereof, to refer to the Loan, the amount constituting the Loan, the defined terms and to such other Related Documents, as modified hereby. The parties hereto agree that the modification as provided herein shall in no manner vitiate, impair or affect the liens and security interests created and evidenced by the Mortgage (except as expressly modified, amended, renewed and extended herein) and that such liens and security interests shall not be and are not in any manner released or waived; the purpose of this instrument being simply to modify the Mortgage as expressly set forth herein.

**Execution and Delivery of Agreement by Lender.** Lender shall not be bound by this Agreement until (i) Lender has executed and delivered this Agreement, (ii) the other party to this Agreement have performed all of their obligations under this Agreement to be performed contemporaneously with the execution and delivery of this Agreement

**Binding Agreement.** This Agreement shall be binding upon, and inure to the benefit of, the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

**Additional Documentation.** From time to time, the other party to this Agreement shall execute or procure and deliver to Lender such other and further documents securing or pertaining to the Loan or the Related Documents as shall be reasonable requested by Lender and to take and cause to be taken all such actions as Lender shall deem necessary or appropriate in connection with, or related to, this Agreement and the transactions contemplated hereby, including, but not limited to, such actions as shall be necessary (a) to record this Agreement and any related instrument, document or agreement, (b) to cause an insurer satisfactory to Lender to issue a mortgagee policy of title insurance with respect to the lien of the Mortgage or, at Lender's sole option, an endorsement to any existing mortgagee policy of title insurance, such policy or endorsement to be in form substance satisfactory to Lender, and (c) to satisfy appraisal and any other legal requirements under applicable law and/or in accordance with Lender's policies and procedures.

**Governing Law.** THE TERMS AND CONDITIONS HEREOF SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

**Counterpart Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

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**EACH PARTY HERETO ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH PARTY HERETO AGREES TO ITS TERMS.**

**Rest of page intentionally left blank**

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**MORTGAGOR:**

Bank One, Illinois, NA, as trustee  
under Trust Agreement dated JUNE 10,  
1992, and known as Trust No. 0466  
not personally.

By: \_\_\_\_\_

Its: \_\_\_\_\_

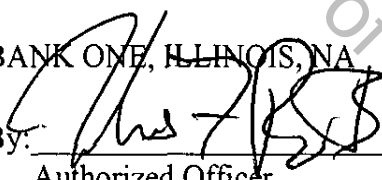
RIDER ATTACHED HERETO IS HEREBY  
EXPRESSLY MADE A PART HEREOF.

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

**\*SEE SIGNATURE PAGE ATTACHED\***

**LENDER:**

BANK ONE, ILLINOIS, NA

By:   
Authorized Officer

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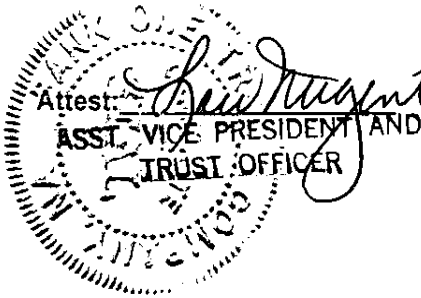
## RIDER

It is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that all of the representations, covenants, undertakings, warranties, indemnities, and agreements herein made on the part of the Trustee while in form purporting to be on the part of said Trustee are nevertheless made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are intended for the purpose of binding only the trust property, described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Bank One Trust Company, N.A. under said Trust Agreement, on account of this instrument or on account of any representations, covenants, undertakings, warranties, indemnities or agreements of said Trustee in this instrument, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties to this instrument and by all parties claiming by, through, or under them.

Bank One Trust Company, N.A. f/k/a  
Bank One, Illinois, NA

not personally, but as Trustee  
under Trust No. 10466

By: Catherine Martin  
CLIENT SERVICE OFFICER



EXECUTED IN DUPLICATE

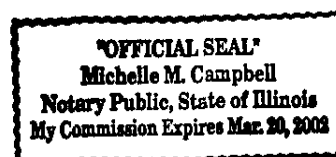
STATE OF ILLINOIS  
COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to this document are personally known to me to be duly authorized officers of Bank One Trust Company, N.A. and that they appeared before me this day in person and severally acknowledged that they signed and delivered this document in writing as duly authorized officers of said Corporation and caused the Corporate Seal to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 22nd day of December, 19 98.

Michelle M Campbell  
Notary Public

My Commission expires 3-20-2002.



MORTGAGOR ACKNOWLEDGMENT

STATE OF ILLINOIS )
) SS
COUNTY OF )

I, \_\_\_\_\_, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ is personally known to me to be the authorized agent for Mortgagor that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Mortgagor, duly authorized by the Mortgagor for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument.

\_\_\_\_\_  
Notary Public

SEE SIGNATURE PAGE ATTACHED
Cook County, Illinois

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )
) SS
COUNTY OF )

On this 23rd day of December 1998, before me, the undersigned Notary Public, personally appeared Thomas Fortk 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.

Paul E. Thorbjornsen
Notary Public



THIS INSTRUMENT PREPARED BY:

Mary M. Jahntz
Bank One, Illinois, NA
Commercial Real Estate IL1-7521
200 S. Wacker Dr., 5th Floor
Chicago, IL 60606-5802

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## Exhibit A

**P.I.N.: 28-25-401-019-0000 Vol. 33 -Commonly known as: Northeast Corner of 175<sup>th</sup> Street and Palmer Boulevard, Hazel Crest, Illinois.**

Lot 1 in Palmer Lake Subdivision Unit No. 6, being a Subdivision in the East 1/2 of the Southeast 1/4 of Section 25, Township 36 North, Range 13 East of the Third Principal Meridian, In Cook County, Illinois.

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