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99222175



RECORDATION REQUESTED BY:  
U.S. Bank National Association  
Attn: Collateral Dept.  
201 W. Wisconsin Avenue  
Milwaukee, WI 53259

WHEN RECORDED MAIL TO:  
U.S. Bank National Association  
Attn: Collateral Dept.  
201 W. Wisconsin Avenue  
Milwaukee, WI 53259

DEPT-01 RECORDING \$26.50  
T40011 TRAN 9980 03/09/99 09:08:00  
#1939 # TB #-99-222175  
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Susan M. Benish  
201 W. Wisconsin Avenue  
Milwaukee, WI 53259

MODIFICATION OF MORTGAGE \*<sup>N.A.</sup> CORUS BANK, FKA

THIS MODIFICATION OF MORTGAGE IS DATED JUNE 10 1998, BETWEEN <sup>\*</sup>Aetna Bank, not personally but as Trustee under Trust Agreement dated July 2, 1986 and known as Trust No. 10-4028 (referred to below as "Grantor"), whose address is 2410 N. Halsted Street, Chicago, IL 60614; and U.S. Bank National Association (referred to below as "Lender"), whose address is 701 Lee Street, Des Plaines, IL 60016.

MORTGAGE. Grantor and Lender have entered into a mortgage dated December 10, 1993 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

recorded on December 27, 1993 in the Cook County's Recorder's Office as Document No. 03-065465

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

See attached Exhibit A

The Real Property or its address is commonly known as 1111 N. Elston Avenue, Chicago, IL 60622. The Real Property tax identification number is 17-05-307-004-000 & 17-05-307-005-000 & 17-05-307-006-000.

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

Extend and restructure existing loan balance.

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 to all such subsequent actions.

Handwritten notes: 2650, SY, R3, NY, m y

Loan No

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

GRANTOR: \*CORUS BANK, N.A. FKA

\*Aetna Bank, not personally but as Trustee under Trust Agreement dated July 2, 1986 and known as Trust No. 10-4028

By: Judith E. Lewis  
Judith E. Lewis

Trust Officer

This document is executed by CORUS BANK, aka Aetna Bank, N.A. not individually but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may be held thereunder, except that no duty shall rest upon CORUS BANK personally, or as Trustee, to sequester any of the earnings, assets, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of title of said property or for any agreement with respect thereto. Any and all personal liability of CORUS BANK is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each kind as those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of CORUS BANK. The Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by CORUS BANK, as Trustee.

TRUSTEE DOES NOT WARRANT AND INDEMNIFY

LENDER:

U.S. Bank National Association

By: Eileen Agbayani  
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois

) ss

COUNTY OF Cook

\*CORUS BANK, FKA

On this 5th day of August, 19 98, before me, the undersigned Notary Public, personally appeared Judith E. Lewis, Trust Officer of Aetna Bank, not personally but as Trustee under Trust Agreement dated July 2, 1986 and known as Trust No. 10-4028, 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 Michael L. Droese, Jr. Residing at 2401 North Halsted, Chicago, IL 60614

Notary Public in and for the State of Illinois

My commission expires 7/21/01



Loan No \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, 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 \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

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

Property of Cook County Clerk's Office

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PARCEL 1:

THAT PART OF BLOCK 19 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF A LINE DRAWN AT NORTH 73 DEGREES 57 MINUTES 40 SECONDS EAST FROM A POINT ON THE EASTERLY LINE OF NORTH ELSTON AVENUE, SAID POINT BEING 35.02 FEET, SOUTH 25 DEGREES 59 MINUTES 20 SECONDS EAST, (AS MEASURED ALONG SAID WESTERLY LINE) FROM THE POINT OF INTERSECTION OF SAID EASTERLY LINE OF NORTH ELSTON AVENUE WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF WEST DIVISION STREET, ALL IN COOK COUNTY, ILLINOIS

EXCEPT THAT PART OF PARCEL 1 CONVEYED TO THE CITY OF CHICAGO BY DEED DATED JUNE 21, 1983 AND RECORDED JULY 27, 1983 AS DOCUMENT 26706042.

ALSO

PARCEL 2:

THAT PART OF BLOCK 19 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF A LINE DRAWN AT NORTH 73 DEGREES 57 MINUTES 40 SECONDS EAST FROM A POINT ON THE EASTERLY LINE OF NORTH ELSTON AVENUE SAID POINT BEING 100.02 FEET SOUTH 25 DEGREES 59 MINUTES 20 SECONDS EAST (AS MEASURED ALONG SAID WESTERLY LINE) FROM THE POINT OF INTERSECTION OF SAID EASTERLY LINE OF NORTH ELSTON AVENUE WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF WEST DIVISION STREET, ALL IN COOK COUNTY, ILLINOIS.