

UNOFFICIAL COPY

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1999-03-29 13:02:45
Cook County Recorder 25.00



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RECORDATION REQUESTED BY:

CIB Bank
900 East Higgins Road
Elk Grove Village, IL 60007

WHEN RECORDED MAIL TO:

CIB Bank
900 East Higgins Road
Elk Grove Village, IL 60007

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: CIB Bank
900 E. Higgins Road
Elk Grove Village, IL 60007

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 13, 1999, BETWEEN LaSalle National Bank, u/a dated 11/16/97 and known as Trust No. 121433, jointly and severally, as Trustee, (referred to below as "Grantor"), whose address is 858 W. Armitage Avenue, Chicago, IL 60614 and; and CIB Bank (referred to below as "Lender"), whose address is 900 East Higgins Road, Elk Grove Village, IL 60007.

MORTGAGE. Grantor and Lender have entered into a mortgage dated February 13, 1998 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded on February 17, 1998 at Cook County Recorder's Office as Document No. 98123026

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

LOTS 15, 16 & 17 IN BLOCK 12 IN STEPHEN F. GALE'S SUBDIVISION OF BLOCK 12 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8 TOWNSHIP 39 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1118-1124 West Fulton, Chicago, IL 60603. The Real Property tax identification number is 17-08-409-002 and 17-08-409-003.

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

INDEBTEDNESS. At no time shall the principal amount of the indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage exceed \$4,680,000.00.

NOTE. CHANGE TO READ AS FOLLOWS: The word "Note" means the promissory note or credit agreement dated February 13, 1999, in the original principal amount of \$3,680,000.00 from Grantor and any co-borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidation of, and substitutions for the promissory note or agreement.

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

BOX 333-CTI

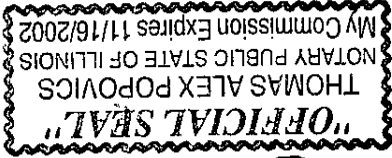
Property of COOK COUNTY Recorder's Office

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My commission expires 11/16/02
Notary Public in and for the State of IL

By [Signature]
Residing at Chicago, IL
On this 12 day of March, 1999, before me, the undersigned Notary Public, personally appeared Trust Officer of LaSalle National Bank, u/a dated 11/16/97 and known as Trust No. 121433, jointly and severally, 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.

CORPORATE ACKNOWLEDGMENT

STATE OF IL
COUNTY OF Cook
(ss)

LENDER:
CIB Bank

By: [Signature]
Authorized Officer

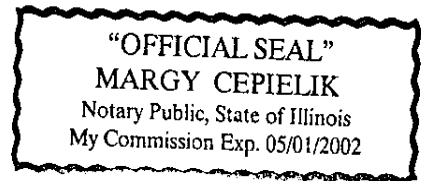
By: [Signature]
Trust Officer
VICE PRESIDENT

BORROWER:
Lasalle National Bank, u/a dated 11/16/97 and known as Trust No. 121433, jointly and severally

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 NO. 121433 AND DATED NOVEMBER 16, 1997.

LENDER ACKNOWLEDGMENT

STATE OF IL)
) ss
COUNTY OF Cook)



On this 12 day of March, 19 99, before me, the undersigned Notary Public, personally appeared JOSEPH C. ROSS 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 Margy Cepielik Residing at 333 QUADRANGLE DR.
BOLING-BROOK, IL 60440
Notary Public in and for the state of ILLINOIS
My commission expires 5-1-02

Notary of Cook County Clerk's Office