

# UNOFFICIAL COPY 99315640

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1999-04-01 09:40:21  
Cook County Recorder 25.00

**RECORDATION REQUESTED BY:**

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



**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: **LISA FIGUEROA**  
4747 WEST DEMPSTER STREET  
SKOKIE, ILLINOIS 60076

*3  
BANK*

*ACC0182310/J*

*ACC*

## MODIFICATION OF MORTGAGE C.T.I.C.

THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 4, 1999, BETWEEN American National Bank and Trust Company of Chicago, successor Trustee to First Chicago Trust Company of Illinois, successor Trustee to First United Trust Company, as Trustee under Trust Agreement dated February 13, 1989 and known as Trust No. 10280 (referred to below as "Grantor"), whose address is 8001 Lincoln Avenue, Skokie, IL 60077; 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 21, 1989 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage, Assignment of Leases and Security Agreement and an Assignment of Lease, Rents and Profits in the amount of \$60,000.00, dated February 21, 1989 and recorded February 27, 1989 with the Recorder of Deeds of Cook County, Illinois as Document Nos. 89087204 and 89087205, and evidenced by a certain Note dated as of the same date ("Note 1"), and modified by Loan Modification Agreement dated May 9, 1997 and recorded July 18, 1997 with the Recorder of Deeds of Cook County, Illinois, as Document No. 97518714, wherein Lender provided to Borrower additional financing in the amount of \$200,000.00 and evidenced by a Promissory Note dated May 9, 1997 ("Note 2"), increasing the Mortgage to \$260,000.00, further modified by a modification dated April 15, 1998 and recorded June 11, 1998 as document number 98491864, all executed by Grantor to LaSalle Bank National Association, successor to LaSalle Bank Illinois, successor to Comerica Bank-Illinois, successor in interest by merger to Affiliated Bank, formerly known as Affiliated Bank/North Shore National ("Lender").

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

**LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 3 IN B. B. WILEY'S SUBDIVISION OF BLOCK 8 IN CLIFFORD ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SOUTHWEST 1/4) IN SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

The Real Property or its address is commonly known as 2950 W. Chicago Ave., Chicago, IL 60622. The Real Property tax identification number is 16-01-323-001,002-0000.

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

Promissory Note dated April 15, 1998 in the amount of \$200,000.00, executed by Lawrence

**BOX 333-CTJ**

*ad*

Loan No 51729990045

Scharringhausen, President of Liberty Fastener Company ("Borrower"): Borrower has requested and Lender has agreed to modify the note from Prime + 1-1/2 to Prime floating. Except as modified hereby, 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 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.

GRANTOR:

X

American National Bank and Trust Company of Chicago, successor Trustee to First Chicago Trust Company of Illinois, successor Trustee to First United Trust Company, as Trustee under Trust Agreement dated February 13, 1989 and known as Trust No. 10280

By: *[Signature]* and not personally

LENDER:

LASALLE BANK NATIONAL ASSOCIATION

By: *[Signature]*  
Authorized Officer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Office

Loan No 51729990045

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )
) ss
COUNTY OF COOK )

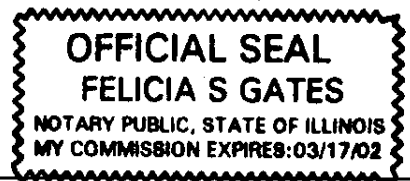
On this day before me, the undersigned Notary Public, personally appeared American National Bank and Trust Company of Chicago, successor Trustee to First Chicago Trust Company of Illinois, successor Trustee to First United Trust Company, as Trustee under Trust Agreement dated February 13, 1989 and known as Trust No. 10280, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17 day of February, 19 99.

By Felicia S Gates Residing at 8001 W LINCOLN AVE, SKOKIE, IL 60077

Notary Public in and for the State of Illinois

My commission expires 3-17-02



LENDER ACKNOWLEDGMENT

STATE OF Illinois )
) ss
COUNTY OF COOK )

On this 4 day of January 19 99 before me, the undersigned Notary Public, personally appeared Ross A. Martin and known to me to be the Assistant Vice Pres, 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 G. Sparks Residing at Cook County

Notary Public in and for the State of

My commission expires