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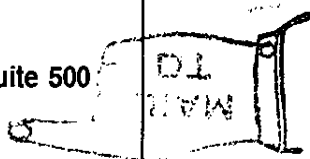
020/0066 05 001 Page 1 of 4  
1999-04-06 10:41:57  
Cook County Recorder 27.50



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WHEN RECORDED MAIL TO:

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



FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by: Debora Thompson Horita 708  
8303 W HIGGINS, SUITE 500  
CHICAGO IL 60631

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 22, 1999, BETWEEN Cole Taylor Bank, as successor to Harris Trust and Savings Bank u/t/n 40320 dated 4-1-80, as Trustee, (referred to below as "Grantor"), whose address is 800 W. Jackson, Chicago, IL 60607; 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 August 14, 1998 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

"Recorded 09-03-98 as document number 98788062 to Cole Taylor Bank, as successor trustee to Harris Trust and Savings Bank, u/t/n 40320 dated 4-1-80 to LaSalle Bank, FSB, in the original amount of \$238,800.00"

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

See Exhibit "A"

The Real Property or its address is commonly known as 708 Ivanhoe, Mt. Prospect, IL 60053. The Real Property tax identification number is 08-14-401-126.

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 ote 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 endorers 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.

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )

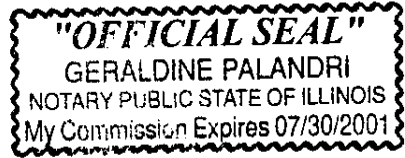
COUNTY OF COOK ) SS

On this 22<sup>nd</sup> day of February, 19 99, before me, the undersigned Notary Public, personally appeared Elizabeth Haskett 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 Geraldine Palandri Residing at 8303 W. Higgins

Notary Public in and for the State of ILLINOIS

My commission expires 7/30/2001



ProSev of Cook County Clerk's Office

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02-22-1999  
Loan No 583368-0

MODIFICATION OF MORTGAGE  
(Continued)

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 COLE TAYLOR BANK, SUCCESSOR TO HARRIS TRUST AND SAVINGS BANK U/T/N 40320 AND DATED APRIL 1, 1980.

**BORROWER:**

Cole Taylor Bank, as successor to Harris Trust and Savings Bank u/t/n 40320 dated 4-1-80

By: *[Signature]* MARCO V. GOSTANOW  
Authorized Officer

**LENDER:**

LaSalle Bank, F.S.B.

By: *[Signature]*  
Authorized Officer

**CORPORATE ACKNOWLEDGMENT**

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

On this 4th day of Feb, 19 99, before me, the undersigned Notary Public, personally appeared **Authorized Officer of Cole Taylor Bank, as successor to Harris Trust and Savings Bank u/t/n 40320 dated 4-1-80**, 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 850 W. JACKSON

Notary Public in and for the State of ILLINOIS

My commission expires 2/19/2002



Description:

## PARCEL 1:

THE EAST 49.71 FEET, AS MEASURED ALONG THE NORTH AND SOUTH LINE THEREOF, OF A TRACT OF LAND BEING THAT PART OF LOT 1 IN KENROY'S HUNTINGTON, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A WEST LINE OF SAID LOT 1 (BEING THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14 AFORESAID) WITH A NORTH LINE OF SAID LOT 1 (BEING THE NORTH LINE OF THE SOUTH 20 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14); THENCE SOUTH 88 DEGREES 59 MINUTES 01 SECONDS WEST ALONG SAID NORTH LINE OF SAID LOT 1, 354.23 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 59 SECONDS EAST, 72.0 FEET TO A POINT FOR A PLACE OF BEGINNING, OF THE LAND HEREIN DESCRIBED, THENCE SOUTH 01 DEGREES 00 MINUTES 59 SECONDS EAST, 53.75 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 01 SECONDS WEST, 186.16 FEET; THENCE NORTH 01 DEGREES 00 MINUTES 59 SECONDS WEST, 53.75 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 01 SECONDS EAST, 186.16 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

## PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS DATED NOVEMBER 30, 1977 AND RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON JANUARY 10, 1978 AS DOCUMENT 24278196, AS AMENDED BY SUPPLEMENTAL DECLARATION RECORDED MAY 15, 1978 AS DOCUMENT 24445770 IN COOK COUNTY, ILLINOIS.

Property Address: 708 Ivanhoe, Mt. Prospect, IL 60056  
PI # 08-14-401-126