

UNOFFICIAL COPY

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Legal description affects property on Certificate
147921127 and other property 1-10-91 Jcm

All the terms of the Mortgage are hereby incorporated by reference herein and in all respects, the Mortgage, except as hereby modified, shall remain in full force and effect. Mortgage, by execution of this Agreement, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage. This Modification of Mortgage is executed by LA SALLE NATIONAL BANK, ("Bank"), not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Mortgage or on said Bank personally to pay the said Note or any interest that may accrue thereon, or any

"That Whereas, Mortgage is indebted pursuant to the terms of a principal note (hereinafter the "Note") dated July 8, 1987 in the original principal amount of FOUR MILLION TWO HUNDRED FORTY THOUSAND and 00/100 DOLLARS (\$4,240,000.00). Pursuant to the terms of an Extension Note dated July 1, 1989, payment of principal and interest to equal the total balance then remaining unpaid shall be due on the 1st day of January, 1990. All payments on account of the indebtedness evidenced by the Note to be first applied to interest on the unpaid principal balance and the remainder to principal. All payments hereunder to be made at the Office of the Exchange National Bank of Chicago, 120 S. LaSalle Street, Chicago, IL 60603. This Mortgage shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rates as may be agreed upon. No renewal, extension, modifications or change in the rate of interest or the terms shall impair in any manner the validity or priority of this Mortgage, nor shall release the Mortgage from any liability for the indebtedness thereby secured."

NOW THEREFORE, in consideration of the foregoing it is agreed that the first paragraph appearing on Page One of the Mortgage, immediately following the word "WITNESSETH" is hereby deleted and the following inserted in lieu thereof:

That, WHEREAS, the Mortgage executed a Mortgage and Security Agreement covering a certain Parcel of Real Estate in Cook County, Illinois (which Parcel is legally described in Exhibit "A" hereto) on July 8, 1989 to secure payment of a certain Note in the original principal amount of FOUR MILLION TWO HUNDRED FORTY THOUSAND and 00/100 DOLLARS (\$4,240,000.00); and WHEREAS, said Mortgage was recorded as Document No. 87385770 in the Office of the Cook County Recorder of Deeds; and WHEREAS, the Mortgagee and the Mortgagee agree that the Mortgage be modified as hereinafter set forth.

WITNESSETH:
This Agreement entered into as of this 1st day of July, 1989, by and between LA SALLE NATIONAL BANK, not personally, but as Trustee under Trust Agreement dated May 15, 1987, and known as Trust No. 112291 (hereinafter the "Mortgage") and EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association (hereinafter the "Mortgagee").

MODIFICATION OF MORTGAGE 89501600

3937640

89501600

71-18-975 D1
APPEAL DATE DELIVERED
ATTACHED

3937640 89501600

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Property of Cook County Clerk's Office

10/11/20

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LOTS 17 TO 22, BOTH INCLUSIVE, IN BLOCK 63 IN CANAL TRUSTEES' SUBDIVISION OF LOTS AND BLOCKS IN THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

SITE D:

LOTS 15, 16, 17 AND THE WEST 1 FOOT 2 7/8 INCHES OF THE NORTH 99 FEET 10 7/8 INCHES OF LOT 18 IN BLOCK 61, IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTH WEST 1/4 SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

SITE B:

LOTS 24, 25, 26 AND 27 IN BLOCK 66 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SITE A:

EXHIBIT "B"

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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gordon Bank of LA SALLE NATIONAL BANK and William H. Dillon of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT VICE PRESIDENT and ASSISTANT VICE PRESIDENT respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and the said then and there acknowledged that said ASSISTANT VICE PRESIDENT as ASSISTANT VICE PRESIDENT, as custodian of the corporate seal of said Bank, did affix said seal and attest to said instrument as

STATE OF ILLINOIS)
(SS.
COUNTY OF COOK)

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IN WITNESS WHEREOF, LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ASSISTANT VICE PRESIDENT and attested by its ASSISTANT VICE PRESIDENT
BY: [Signature] ASSISTANT VICE PRESIDENT
LA SALLE NATIONAL BANK, as Trustee

ATTEST:
BY: [Signature] ASSISTANT SECRETARY
ITS: ASSISTANT SECRETARY

indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, of any, being expressly waived by Modification of Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagee and its successors and said Bank personally are concerned, the legal holder or holders of said Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of any guarantor.

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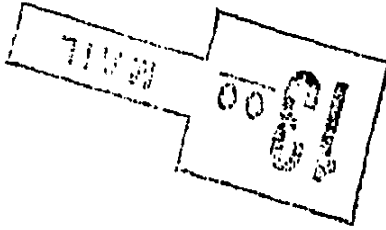
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89-501600

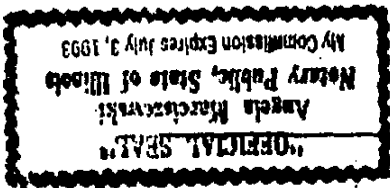


DEPT. OF CLERK & COUNTY RECORDER
147777 JMM 4/28/89 13:54:00
#0003 *89-501600
BOOK COUNTY RECORDER



Record and Return To:
Exchange National Bank of Chicago
120 S. LaSalle Street
Chicago, IL 60603
Attn: Mr. Breck Hanson

This Document Prepared By:
David E. Zarski
Exchange National Bank of Chicago
120 S. LaSalle Street
Chicago, IL 60603



My Commission Expires:

Angela Marciszewski
Notary Public

GIVEN under my hand and notarial seal this 25th day of Sept, 1989

his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth.

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Property of Cook County

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IDENTIFIED No.	of Icterus TINS CAROL MOSELEY BRAIN C.T.I./DROZCO
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CHICAGO LIFE INS CO.

Handwritten signature and date: 8/18/75

Handwritten notes: 2/19/72, MOD, NCS, NID

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