

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
SUCCESS NATIONAL BANK  
Corporate Center  
100 Tri State International  
Suite 300  
Lincolnshire, IL 60069-4416

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2000-09-19 13:46:36  
Cook County Recorder 25.50

WHEN RECORDED MAIL TO:  
SUCCESS NATIONAL BANK  
Corporate Center  
100 Tri State International  
Suite 300  
Lincolnshire, IL 60069-4416



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Dinesh Rathod, Loan Operations  
100 Tri-State International Suite 300  
Lincolnshire, IL 60069

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 5, 2000 is made and executed between LaSalle Bank, National Association, Successor Trustee to American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated November 4, 1975 and known as Trust Number 1724 (referred to below as "Grantor") and SUCCESS NATIONAL BANK, whose address is Corporate Center, 100 Tri State International Suite 300, Lincolnshire, IL 60069-4416 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 10, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated July 10, 1997 and recorded on July 16, 1997 as document number 97-509577 and recorded with Cook County Recorder's Office.

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

LOT 199 IN HOLLYWOOD RIDGE UNIT 5, BEING A RESUBDIVISION IN SECTIONS 3 AND 4, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 101 Mockingbird Lane, Wheeling, IL 60090. The Real Property tax identification number is 03-04-406-002-0000.

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

Now Therefore; Mortgage is hereby modified to secure a Revolving Line of Credit, indebtedness evidenced by a Success National Bank Plus Agreement dated July 10, 1997 and a Commercial Promissory Note dated June 5, 2000 and all renewals, extensions, modifications of any Loan, and at all times any indebtedness that exists. All other terms and conditions governing the original mortgage remain the same.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

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P-3  
S-N  
M-Y  
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## MODIFICATION OF MORTGAGE

(Continued)

Page 2

unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. 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 endorser 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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 5, 2000.**

**GRANTOR:**

**LASALLE BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY, UNDER TRUST AGREEMENT DATED NOVEMBER 4, 1975 AND KNOWN AS TRUST NUMBER 1724**

By: [Signature]  
Trust Officer

By: Attestation not required by  
LaSalle Bank National Association  
Trust Officer Bylaws

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.

**LENDER:**

x [Signature]  
Authorized Signer

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**MODIFICATION OF MORTGAGE  
(Continued)**

**TRUST ACKNOWLEDGMENT**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

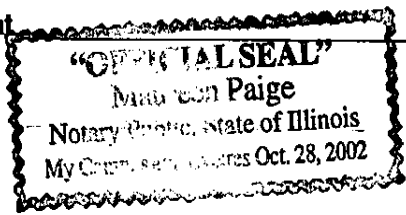
On this 1st day of August, 2000 before me, the undersigned Notary Public, personally appeared Trust Officer, of LaSalle Bank, National Association, as Successor Trustee to American National Bank and Trust Company, under Trust Agreement dated November 4, 1975 and known as Trust Number 1724; Trust Officer, of LaSalle Bank, National Association, as Successor Trustee to American National Bank and Trust Company, under Trust Agreement dated November 4, 1975 and known as Trust Number 1724, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Maureen Paige

Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 10-28-02



COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE  
(Continued)

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## LENDER ACKNOWLEDGMENT

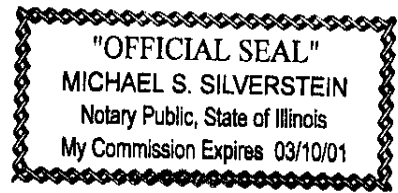
STATE OF ILLINOIS )  
) SS  
COUNTY OF ~~COOK~~ LAKE )

On this 19<sup>th</sup> day of June, 2000 before me, the undersigned Notary Public, personally appeared George Kovacs 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 [Signature] Residing at Buffalo Grove

Notary Public in and for the State of Illinois

My commission expires 3/10/01



County Clerk's Office