

UNOFFICIAL COPY

00957559

7766/0127 51 001 Page 1 of 3
2000-12-06 11:37:24
Cook County Recorder 25,50



00957559

RECORDATION REQUESTED BY:

BROADWAY BANK
5960 N. BROADWAY
CHICAGO, IL 60660

WHEN RECORDED MAIL TO:

BROADWAY BANK
5960 N. BROADWAY
CHICAGO, IL 60660

SEND TAX NOTICES TO:

BROADWAY BANK
5960 N. BROADWAY
CHICAGO, IL 60660



FOR RECORDER'S USE ONLY

REI TITLE SERVICES # R889363

This Modification of Mortgage prepared by: BROADWAY BANK
5960 N. BROADWAY
CHICAGO IL. 60660

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 20, 2000, BETWEEN AMERICA UNITED BANK & TRUST COMPANY USA, FORMERLY KNOWN AS FIRST BANK OF SCHAUMBURG, FORMERLY KNOWN AS SCHAUMBURG STATE BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 19, 1979 AND KNOWN AS TRUST NUMBER 817, as Trustee, (referred to below as "Grantor"), whose address is 321 WEST GOLF ROAD, SCHAUMBURG, IL 60196; and BROADWAY BANK (referred to below as "Lender"), whose address is 5960 N. BROADWAY, CHICAGO, IL 60660.

MORTGAGE. Grantor and Lender have entered into a mortgage dated October 6, 2000 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED ON OCTOBER 6, 2000 AS DOCUMENT NUMBER 00783802, FURTHER MODIFIED ON NOVEMBER 7, 2000 RECORDED ON NOVEMBER 16, 2000 AS DOCUMENT NUMBER #00904081.

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

LOT 1 (EXCEPT THE NORTH 10 FEET THEREOF AND EXCEPT THAT PART DESCRIBED AS BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 1 DISTANT SOUTH 10.00 FEET FROM THE ORIGINAL NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES, 27 MINUTES, 01 SECONDS WEST BEARING BASED ON ILLINOIS STATE PLANE COORDINATES EAST ZONE, ALONG SAID EAST LINE 40.00 FEET; THENCE NORTH 89 DEGREES, 33 MINUTES, 55 SECONDS WEST 20 FEET; THENCE NORTH, 58 DEGREES, 10 MINUTES, 53 SECONDS WEST 33.96 FEET; THENCE SOUTH 87 DEGREES, 45 MINUTES, 22 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID NORTH 10 FEET, A DISTANCE OF 105.11 FEET; THENCE NORTH 02 DEGREES, 16 MINUTES, 01 SECONDS, WEST 10 FEET; THENCE SOUTH 87 DEGREES, 45 MINUTES, 22 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID NORTH 10 FEET, A DISTANCE OF 45.37 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES, 27 MINUTES, 01 SECONDS EAST ALONG SAID WEST LINE 10.01 FEET TO A POINT DISTANT SOUTH 10 FEET FROM THE ORIGINAL NORTHWEST CORNER OF SAID LOT, BEING ALSO THE SOUTHERLY, RIGHT OF WAY LINE OF SAID GOLF ROAD; THENCE NORTH 87 DEGREES, 45 MINUTES, 22 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 200 FEET TO THE POINT OF BEGINNING), ALL IN MEINEKE'S HONEYDALE BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 LYING SOUTH OF STATE ROUTE NUMBER 58 (GOLF ROAD) OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 795 E. GOLF ROAD, SCHAUMBURG, IL 60173. The

UNOFFICIAL COPY

Property of Cook County Clerk's Office

(Continued)

Real Property tax identification number is 07-14-101-002-0000.

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

THE PRINCIPAL AMOUNT OF THE LOAN HAS BEEN INCREASED TO \$300,000.00 (CURRENT PRINCIPAL BALANCE OF \$200,000.00, ADDITIONAL CASH OUT OF \$100,000.00). INDEBTEDNESS (MAXIMUM LIEN AMOUNT): AT NO TIME SHALL THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE EXCEED \$600,000.00.

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 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.

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 AMERICA UNITED BANK & TRUST COMPANY USA, FORMERLY KNOWN AS FIRST BANK OF SCHAUMBURG, FORMERLY KNOWN AS SCHAUMBURG STATE BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 19, 1979 AND KNOWN AS TRUST NUMBER 817 AND DATED OCTOBER 19, 1979.

BORROWER:

AMERICA UNITED BANK & TRUST COMPANY USA, FORMERLY KNOWN AS FIRST BANK OF SCHAUMBURG, FORMERLY KNOWN AS SCHAUMBURG STATE BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 19, 1979 AND KNOWN AS TRUST NUMBER 817

By: *Jeanne Berkowitz*
Jeanne Berkowitz, Assistant Trust Officer

Attest:
By: *Marsha Johnson*
Marsha Johnson, Assistant Secretary

LENDER:

BROADWAY BANK

By: *Myrtle [Signature]*
Authorized Officer

This instrument is executed by AMERICA UNITED BANK AND TRUST COMPANY USA not personally but solely as Trustee as aforesaid. All covenants and conditions to be performed hereunder by AMERICA UNITED BANK AND TRUST COMPANY USA are undertaken by it solely as Trustee as aforesaid and not individually and no personal liability shall be asserted or be enforceable against AMERICA UNITED BANK AND TRUST COMPANY USA by reason of any of the covenants, statements, representations, or warranties contained in this instrument

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)

) ss

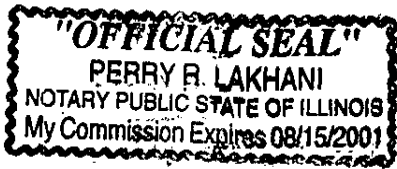
COUNTY OF Cook)

On this 28th day of November, 20 00, before me, the undersigned Notary Public, personally appeared Jeanen Berkowitz, Assistant Trust Officer; and Marsha Johnson Assistant Secretary of AMERICA UNITED BANK & TRUST COMPANY USA, FORMERLY KNOWN AS FIRST BANK OF SCHAUMBURG, FORMERLY KNOWN AS SCHAUMBURG STATE BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 19, 1979 AND KNOWN AS TRUST NUMBER 817, and known to me to be authorized agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Perry R. Lakhani Residing at Streamwood, Illinois

Notary Public in and for the State of Illinois

My commission expires 8/15/2001



LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)

) ss

COUNTY OF COOK)

On this 20TH day of NOVEMBER, 20 00, before me, the undersigned Notary Public, personally appeared DESSU VARTOLOMEEVA and known to me to be the LOAN OFFICER, 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 Ljiljana Stojanovich Residing at 5960 N. BROADWAY

Notary Public in and for the State of ILLINOIS

My commission expires 04/24/04

