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2001-06-27 14:05:48

Cook County Recorder

0010567143

RECORDATION REQUESTED BY:

Bank Harris **Association**

Palatine, **National**

50 North Brockway Street Palatine, IL 60067

WHEN RECORDED MAIL TO

Harris Bank/BLST Attn: Collateral Management

P. O. Box 2880 Chicago, IL 60690-2880

SEND TAX NOTICES TO:

Harris Bank Palatine, N.A. 50 N. Brockway Palatine, IL 60067

COOK COUNTY RECORDER

EUGENE "GENE" MOORE

BRIDGEVIEW OFFICE

FOR RECORDER'S USE ONLY

tgage prepared by: This Modification of

Harris Bank/BLST 311 W. Monroe St Chicago, IL 60606



MODIFICATION OF MORTGAGE

HARRIS TRUST AND SAVINGS BANK F/K/A

THIS MODIFICATION OF MORTGAGE IS DATED MAY 15, 2001, BETWEEN Harris Bank Palatine, N.A., as Trustee, (referred to below as "Grantor"), whose address is 50 N. Prockway, Palatine, IL 60067; and Harris Bank Palatine, National Association (referred to below as "Lender"), whose address is 50 North Brockway Street, Palatine, IL 60067.

MORTGAGE. Grantor and Lender have entered into a mortgage dated March 3 2000 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage and Assignment of Rents recorded on March 20, 2000 as document number 00194294 and 00194295

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

LOT 2 IN BLOCK 1 IN WHITE'S RIVERVIEW ADDITION, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1639 E. Oakton Street, Des Plaines, IL 60018. The Real Property tax identification number is 09-28-100-007.

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

This Modification of Mortgage reflects the following: (1) An increase in the principal amount of the above referenced mortgage from \$102,000.00 to \$120,000.00; (2) 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 the amount of \$240,000.00. All other terms and conditions remain the same.

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

MODIFICATION OF MORTGAGE

Loan No 97116775 02-12-5001

(Continued)

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 teleased 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.

TRUST NUMBER 6747 AND DATED NOVEMBER 12, 1996. HARRIS BANK PALATINE, N.A. UNDER TRUST AGREEMENT DATED NOVEMBER 12, 1996 AND KNOWN AS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS BORROWER IS EXECUTING THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF

Notary Public in and for the State of Residing at Modification and in fact executed the Modification on behalf of the corporation. the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and appeared Trust Officer of Harris Bank Palatine, N.A., and known to me to be an authorized agent of the , 20 01, before me, the undersigned Notary Public, personally 3MMC day of 2007 COUNTY OF **30 STATE** CORPORATE ACKNOWLEDGMENT **₹uthorized**√Officer **ASSOCIATION** Harris Bank Palatine **CENDEB**: HERETO AND MADE A PART HEREOF SEE EXCULPATORY RIDER ATTACHED Harris Bank Faraure, N.A., Solely AS TRUSTEE UNDER TRUST # 6747 AND NOT PERSONALLY. HARRIS TRUST AND SAVINGS BANK FIKIA BORROWER:

My commission expires

05-15-2001 Loan No 97116775

UNDEFECTION OF WORK CASE TO TO THE Page 3 of 4 Page 3

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF	Illina's)
) ss
COUNTY OF	<u>(m K</u>)
instrument to be the free and voluntary ac board of directors, or otherwise, for the use	and known to me to be the, 20, before me, the undersigned Notary Public, personally and known to me to be the, executed the within and foregoing instrument and acknowledged said ct and deed of the said Lender, duly authorized by the Lender through its sees and purposes therein mentioned, and on oath stated that he or she is t and that the seal affixed is the corporate seal of said Lender.
By Allina	Residing at 90 No Brokuse Palatur R 606
Notary Public in and for the State of	"OFFICIAL SEAL" Linda J. Macniff-Kolb
My commission expires	Notary Public, State of Illinois My Commission Exp. 07/01/2003

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EXCULPATORY RIDER

This instrument is executed by the Harris Trust and Savings Bank as Trustee under the provisions of a Trust 6747 , not personally, but solely as Trustee 11/12/96 , and known as Trust no. Agreement dated aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Trust and Savings Bank warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of Linding Harris Trust and Savings Bank in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existant Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest her ainder) either express or implied or arising in any way out of the transaction in connection with which this incomment is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including anorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for my and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.