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2001-07-26 11:05:35  
Cook County Recorder 25.50



**RECORDATION REQUESTED BY:**

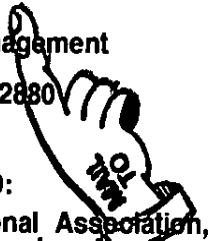
Harris Bank Elk Grove, N.A.  
500 East Devon Avenue  
Elk Grove Village, IL 60007

**WHEN RECORDED MAIL TO:**

Harris Bank/BLST  
Attn: Collateral Management  
P. O. Box 2880  
Chicago, IL 60690-2880

**SEND TAX NOTICES TO:**

LaSalle Bank National Association,  
Successor Trustee to American  
National Bank And Trust Company  
of Chicago  
2355 Algonquin Road  
Arlington Heights, IL 60005



COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
BRIDGEVIEW OFFICE

FOR RECORDER'S USE ONLY

364084

This Modification of Mortgage prepared by: Harris Bank/BLST  
311 W. Monroe St.  
Chicago, IL 60606



**HARRIS BANK**

\*under Trust Agreement dated 4-25-96 and known as Trust #5044-AH (Parcel I and II) and LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago under Trust Agreement dated 4-15-85 and known as Trust #2378 (Parcel III)

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE IS DATED JUNE 28, 2001, BETWEEN LaSalle Bank National Association, Successor Trustee to American National Bank And Trust Company of Chicago, as Trustee,\* (referred to below as "Grantor"), whose address is 2355 Algonquin Road, Arlington Heights, IL 60005; and Harris Bank Elk Grove, N.A. (referred to below as "Lender"), whose address is 500 East Devon Avenue, Elk Grove Village, IL 60007.**

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated December 15 1999 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded as Document Numbers 00007522 and 00007523 on January 4, 2000

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

**PARCEL I:**

LOT 3 IN TOWN SQUARE RESUBDIVISION, BEING A RESUBDIVISION OF LOT 2 OF TOWN SQUARE SHOPPING CENTER SUBDIVISION AND LOTS 1 AND 2 OF WILK'S SUBDIVISION, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING AND BEING IN THE VILLAGE OF SCHAUMBURG, COOK COUNTY, ILLINOIS.

**PARCEL II:**

EASEMENTS FOR THE BENEFIT OF PARCEL I CONTAINED IN THE DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS FOR TOWN SQUARE SHOPPING CENTER RECORDED APRIL 25, 1996 AS DOCUMENT 96328988, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS FOR TOWN SQUARE SHOPPING CENTER RECORDED AS DOCUMENT 97377291.

**PARCEL III:**

LOT 1 IN SCHOOL HOUSE SQUARE RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 24 THROUGH 28 INCLUSIVE IN ROBERT BARTLETT'S PLEASANT ACRES, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE

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THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 10-50 W. Schaumburg Road, and 7-35 W. Schaumburg Road, Schaumburg, IL 60193. The Real Property tax identification number is 07-22-301-048 and 07-22-104-028.

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

This Modification of Mortgage reflects the following: (1) That the above referenced Mortgage now secures a Promissory Note dated June 28, 2001 in the original principal amount of \$3,000,000.00 from Borrower to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note (2) An increase in the principal amount of the above referenced mortgage from \$2,000,000.00 to \$3,000,000.00; (3) 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 \$6,000,000.00. 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 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 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 LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 25, 1996 AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 25, 1996 AND KNOWN AS TRUSTEE SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 15, 1985 AND KNOWN AS TRUST NUMBER 2378 (PARCEL III)

BORROWER:

Lasalle Bank National Association, Successor Trustee to American National Bank And Trust Company of Chicago, as Trustee as aforesaid and not individually

By:

[Signature]

Trust Officer

LENDER:

Harris Bank Elk Grove, N.A.

[Signature]

Authorized Officer

By:

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, undertakings, covenants, representations, 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.

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss  
COUNTY OF DuPage )

On this 2nd day of July, 2001, before me, the undersigned Notary Public, personally appeared **Trust Officer of LaSalle Bank National Association, Successor Trustee to American National Bank And Trust Company of Chicago**, 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 Annette N. Brusca Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_



LENDER ACKNOWLEDGMENT

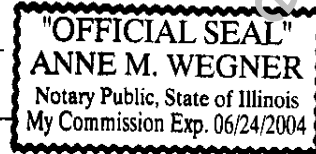
STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

On this 3rd day of JULY, 2001, before me, the undersigned Notary Public, personally appeared LOUIS P. DEMURO 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 Anne M. Wegner Residing at ELK GROVE

Notary Public in and for the State of ILLINOIS

My commission expires 6/24/2004



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