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9113/0016 30 001 Page 1 of 4

2001-11-21 09:08:32

Cook County Recorder 27.50



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RECORDATION REQUESTED BY:

Central Illinois Bank
Sidney
219 S. David
P.O. Box 110
Sidney, IL 61877

WHEN RECORDED MAIL TO:

Central Illinois Bank
Sidney
219 S. David
P.O. Box 110
Sidney, IL 61877



SEND TAX NOTICES TO:

Bruce MacNeal
2601 East Oakland Park Blvd., Suite 608
Fort Lauderdale FL 33306-1617

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Karin Fuerst
CIB Marine Bancshares, Inc.
10068 W. Loomis Road
Franklin, WI 53132

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 28, 2001, is made and executed between The Robert B. MacNeal Trust, whose address is 2601 East Oakland Park Boulevard, Suite 608, Fort Lauderdale, FL 33306-1617 (referred to below as "Grantor") and Central Illinois Bank, whose address is 219 S. David, P.O. Box 110, Sidney, IL 61877 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 1, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

~~Recorded on June 23, 2000 in the Office of the Cook County Recorder as Document No. 00467691.~~

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

THE W 1/2 OF THAT PART OF LOT 2 OF DOOLIN AND KIRK'S RESUBDIVISION OF THE E 404.7 FT. OF THE SW 1/4 OF THE SE 1/4 OF THE SE 1/4 (EXCEPT THEREFROM LOTS 1 TO 5 OF CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID DOOLIN AND KIRK'S RESUBDIVISION RECORDED AUGUST 30, 1889 AS DOCUMENT NO. 1149383, IN BOOK 37 OF PLATS, PAGE 18, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF SAG-LEMONT ROAD 300.0 FT. WESTERLY OF THE SE CORNER OF SAID LOT 2, AS MEASURED ALONG THE S LINE OF SAID LOT 2; THENCE NORTHERLY ON A LINE PARALLEL TO THE E LINE OF SAID LOT 2 A DISTANCE OF 851.40 FT. TO THE N LINE OF SAID LOT 2 BEING ALSO THE N LINE OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 14; THENCE WESTERLY ALONG SAID N LINE A DISTANCE OF 578.94 FT. TO THE E LINE OF

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PH
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MY
B

SEPTEMBER 28, 2001.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED

Continuing Validity. Except as expressly modified above, the terms of the original Mortgage shall remain 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 endorses to the Note, including accommodation parties, unless a party 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.

"Note" should now read: The word "Note" means the promissory note dated September 28, 2001, in the original principal amount of \$1,519,647.12 from Borrower to Lender, together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions, or the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 6.00% per annum. The interest rate to be applied to the unpaid principal balance of this Mortgage shall be at a rate of 1.00 percentage point(s) over the index, resulting in an initial rate of 7.00% per annum. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law.

"Indebtedness" should now read: The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower, together with all interest thereon; however, in no event shall future advances (excluding interest) exceed in the aggregate \$1,519,647.12. 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 \$1,519,647.12.

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

The Real Property or its address is commonly known as 12959 Main Street, Lemont, IL 60439. The Real Property tax identification number is 22-14-401-027-0000.

COMMONWEALTH EDISON COMPANY RIGHT OF WAY: THENCE SOUTHERLY ALONG THE E LINE OF SAID COMMONWEALTH EDISON COMPANY RIGHT OF WAY A DISTANCE OF 848.63 FT. TO THE CENTER LINE OF SAG-LEMONT ROAD, BEING ALSO THE S LINE OF SAID LOT 2; THENCE EASTERLY ALONG SAID CENTER LINE A DISTANCE OF 578.2 FT. TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PARCEL OF LAND CONDEMNED BY THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS FOR AND ON BEHALF OF THE PEOPLE OF THE STATE OF ILLINOIS IN CASE NO. 69 L 13193 OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS) ALL IN COOK COUNTY, ILLINOIS.

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MODIFICATION OF MORTGAGE

(Continued)

GRANTOR:

THE ROBERT B. MACNEAL TRUST

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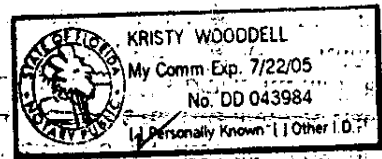
By: Bruce D. MacNeal
Bruce D. MacNeal, Trustee of The Robert B. MacNeal Trust

LENDER:

X Jol D. Frey
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Broward



On this 27 day of September, 2005, before me, the undersigned Notary Public, personally appeared Bruce D. MacNeal, Trustee of The Robert B. MacNeal Trust, and known to me to be an authorized trustee or agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

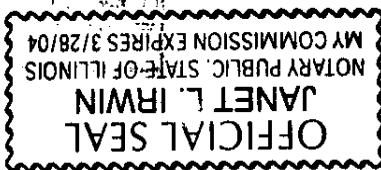
By Kristy Wooddell Residing at Fort Lauderdale
Notary Public in and for the State of Florida
My commission expires 7/22/05

NOTARY PUBLIC STATE OF FLORIDA

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Property of Cook County

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My commission expires

3-28-04

Notary Public in and for the State of Illinois

By

Grant J. [Signature]

Residing at

Central Illinois Bank

of said Lender.

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.

On this 15th day of September, 2001, before me, the undersigned Notary Public, personally appeared Grant J. [Signature] and known to me to be the authorized agent for the Lender that executed the within and foregoing instrument and

COUNTY OF

Champaign

STATE OF

Illinois

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LENDER ACKNOWLEDGMENT