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9/8/02 18 001 Page 1 of 4  
2001-11-30 11:18:39  
Cook County Recorder 27.00

**RECORDATION REQUESTED BY:**

CIB BANK  
FRANKFORT BRANCH  
20527 LAGRANGE ROAD  
FRANKFORT, IL 60423



0011125256

**WHEN RECORDED MAIL TO:**

CIB BANK  
FRANKFORT BRANCH  
20527 LAGRANGE ROAD  
FRANKFORT, IL 60423

**SEND TAX NOTICES TO:**

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Kathy Fuerst  
CIB Marine Bancshares, Inc.  
10063 W. Loomis Road  
Franklin, WI 53132

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**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated November 6, 2001, is made and executed between SUBURBAN BANK & TRUST CO. AS SUCCESSOR TRUSTEE TO ST. PAUL TRUST COMPANY AS SUCCESSOR TRUSTEE TO BEVERLY TRUST COMPANY, U/T/A DATED APRIL 19, 1997 AND MAY 22, 1997 AND KNOWN AS TRUST NO. 74-2564 AND 74-2569, whose address is 4350 LINCOLN HIGHWAY, MATTESON, IL 60443 (referred to below as "Grantor") and CIB BANK, whose address is 20527 LAGRANGE ROAD, FRANKFORT, IL 60423 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 19, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on February 4, 1998 in the Office of the Cook County Recorder as Document No. 98095081.

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

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 157 and Route 30, Matteson, IL 60443. The Real Property tax identification number is 31-21-300-004-000, 31-21-300-005-0000, 31-21-300-006-0000 and 31-21-300-007-0000

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

The word "Note" means the promissory note dated November 5, 2001, in the original principal amount of \$1,500,000.00, and promissory note dated October 15, 2001, in the original principal amount of \$3,000,000.00, promissory note dated January 05, 1999 in the original principal amount of \$2,500,000.00, promissory note dated September 16, 1998 in the original principal amount of \$2,000,000.00 and

**BOX 333-CTI**

EP 2762  
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it is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the warranties, indemnities, representations, covenants, understandings and agreements herein made on the part of the Trustee while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless, covenants, undertakings and agreements intended not at personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose of the purpose of binding said Trustee personally but are made and intended with the intention of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Suburban Bank & Trust Company or any of the beneficiaries under said Trust Agreement on account of this instrument, undertaking or agreement of the said Trustee in this representation, covenant, undertaking or agreement of the said Trustee in this instrument contained either expressed or implied, all such personal liability if any, being expressly waived and released.

X  
*[Signature]*  
Authorized Signer

LENDER:

KNOWN AS TRUST NO. 74-2564 AND 74-2566  
U/T/A DATED APRIL 19, 1997 AND MAY 22, 1997 AND  
SUCCESSOR TRUSTEE TO BEVERLY TRUST COMPANY AS  
SUCCESSOR TRUSTEE TO ST. PAUL TRUST COMPANY AS

BY: *[Signature]*  
Authorized Signer for SUBURBAN BANK & TRUST CO. AS

KNOWN AS TRUST NO. 74-2564 AND 74-2566  
TRUST COMPANY U/T/A DATED APRIL 19, 1997 AND MAY 22, 1997 AND  
PAUL TRUST COMPANY AS SUCCESSOR TRUSTEE TO BEVERLY  
SUBURBAN BANK & TRUST CO. AS SUCCESSOR TRUSTEE TO ST.

GRANTOR:

NOVEMBER 6, 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 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.

Promissory note dated September 16, 1998 in the original principal amount of \$2,700,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement



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## EXHIBIT "A" LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 6, 7, 18, 19, 20 AND 21 IN MATTESON AUTO MALL UNIT 1, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### PARCEL 2:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTHERLY OF LINCOLN HIGHWAY (U.S. ROUTE 30) AND LYING WESTERLY OF INTERSTATE HIGHWAY 57 (F.A.I. ROUTE 57) AND LYING NORTH OF THE MICHIGAN CENTRAL (FORMERLY NEW YORK CENTRAL) RAILROAD (OLD PLANK TRAIL) AND LYING EAST OF CENTRAL AVENUE AND BEING DESCRIBED AS FOLLOWS::

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SAID MICHIGAN CENTRAL RAILROAD (OLD PLANK TRAIL) AND THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 21; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 2223.85 FEET ALONG LAST SAID WEST LINE; THENCE NORTH 89 DEGREES 53 MINUTES 34 SECONDS EAST, 50.00 FEET TO THE EAST LINE OF CENTRAL AVENUE AS DEDICATED; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 240.00 FEET ALONG LAST SAID EAST LINE TO THE SOUTH LINE OF LINCOLN HIGHWAY (U.S. ROUTE 30); THENCE NORTH 89 DEGREES 53 MINUTES 34 SECONDS EAST 493.77 FEET ALONG LAST SAID SOUTH LINE TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT CONVEX TO THE NORTHWEST HAVING A RADIUS OF 270.00 FEET AN ARC DISTANCE OF 293.98 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG SAID REVERSE CURVE TO THE RIGHT CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 190.00 FEET AN ARC DISTANCE OF 217.75 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 26 SECONDS EAST 80.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 34 SECONDS EAST 429.25 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 303.94 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 34 SECONDS EAST 580.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 630.00 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 34 SECONDS WEST 550.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 275.00 FEET; THENCE SOUTH 59 DEGREES 06 MINUTES 54 SECONDS EAST 116.52 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 490.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 34 SECONDS EAST 501.87 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT CONVEX TO THE NORTHEAST HAVING A RADIUS OF 340.00 FEET AN ARC DISTANCE OF 341.53 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG SAID REVERSE CURVE TO THE LEFT CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 260.00 FEET AN ARC DISTANCE OF 260.68 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS EAST 80.00 FEET TO THE NORTH LINE OF THE MICHIGAN CENTRAL (FORMERLY NEW YORK CENTRAL) RAILROAD (OLD PLANK TRAIL); THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 1708.23 FEET ALONG LAST SAID NORTH LINE TO THE POINT OF BEGINNING, (EXCEPT THAT PART FALLING IN MATTESON AUTO MALL UNIT 1, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN), IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: I-57 AND ROUTE 30, MATTESON, IL 60443

PIN: 31-21-300-004-000; 31-21-300-005-0000; 31-21-300-006-0000;  
31-21-300-007-000

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