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2002-01-24 09:49:04
Cook County Recorder 25.50

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

Real Estate Index R163502

This Modification of Mortgage prepared by:

SOPHIA MIHOPOULOS, LOAN OFFICER
BROADWAY BANK
5960 N. BROADWAY STREET
CHICAGO, IL 60660



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 9, 2002, is made and executed between , not personally but as Trustee on behalf 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 U/T/A DATED OCTOBER 19, 1979, AND ALSO KNOWN AS TRUST #817, whose address is 321 W. GOLF ROAD, SCHAUMBURG, IL 60196 (referred to below as "Grantor") and Broadway Bank, whose address is 5960 N Broadway, Chicago, IL 60660 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 6, 2001 (the "Mortgage") which has been 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, NOVEMBER 20, 2000, RECORDED ON DECEMBER 11, 2000 AS DOCUMENT NUMBER #00971776, FEBRUARY 12, 2001, RECORDED ON MARCH 7, 2001 AS DOCUMENT NUMBER #0010176859 AND MAY 2, 2001, RECORDED ON JUNE 22, 2001 AS DOCUMENT NUMBER #0010549104, DATED OCTOBER 31, 2001 AS DOCUMENT NUMBER 0011127958. .

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described 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

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ACCORDING TO LAW.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 9, 2002. THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT

actions. This waiver applies not only to any initial extension or modification, but also to all such subsequent the non-signing person consents to the changes and provisions of this Modification or otherwise will not be signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the performance of the Mortgage as changed above and not obligate Lender to make any future modifications. Nothing in 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 CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

TERMS AND CONDITIONS REMAIN THE SAME.....
THE FOLLOWING MORTGAGE HAS BEEN MODIFIED AS FOLLOWS: 1) THE MATURITY DATE IS EXTENDED TO JANUARY 9, 2007 2) THE PRINCIPAL AMOUNT OF THE LOAN HAS BEEN INCREASED TO \$600,000.00 (CURRENT PRINCIPAL BALANCE OF \$524,059.35, ADDITIONAL CASH OUT OF \$75,940.65). 3) THE PAYMENT OF THE LOAN HAS BEEN CHANGED FROM PRINCIPAL AND INTEREST MONTHLY OF \$4,360.50 TO \$4,983.96 PRINCIPAL AND INTEREST PAYMENTS MONTHLY. 4) PAYMENT DUE DATE HAS BEEN CHANGED FROM THE 30TH OF EACH MONTH TO THE 9TH OF EACH MONTH. 8) ALL OTHER

SECURITY OF THE MORTGAGE EXCEED \$1,200,000.00.
INDEBTEDNESS (MAXIMUM LIEN AMOUNT): AT NO TIME SHALL THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE NOT INCLUDING SUMS ADVANCED TO PROTECT THE MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The Real Property or its address is commonly known as 795 E. GOLF ROAD, SCHAMBURG, IL 60173. The Real Property tax identification number is 07-14-101-002-0000.
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
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 STATE ROUTE NO. 58 (GOLF ROAD) OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE

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MODIFICATION OF MORTGAGE

Loan No: 307455

(Continued)

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GRANTOR:

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 U/T/A DATED OCTOBER 19, 1979, AND ALSO KNOWN AS TRUST #817, and not personally

By: *[Signature]* (Seal)
Authorized Signer

Attest: *[Signature]* (Seal)
BY *[Signature]* ASST. SECRETARY
Authorized Signer

LENDER:

X _____ (Seal)
Authorized Signer

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 held against AMERICA UNITED BANK AND TRUST COMPANY USA by reason of any of the covenants, statements, representations, or warranties contained in this instrument.

Property of Cook County Clerk's Office

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COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: (312) 603-4000 FAX: (312) 603-4001

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