

UNOFFICIAL COPY 0020110792

1514/0214 44 001 Page 1 of 4
2002-01-28 16:04:52
Cook County Recorder 27.50



RECORDATION REQUESTED BY:

Manufacturers Bank
Commercial Banking -
Peterson Banking Center
3232 W. Peterson Avenue
Chicago, IL 60659

WHEN RECORDED MAIL TO:

Manufacturers Bank
Loan Documentation
1200 N. Ashland Avenue
Chicago, IL 60622

FOR RECORDER'S USE ONLY

Real Estate Index R965328

This Modification of Mortgage prepared by:



Manufacturers Bank
1200 North Ashland Avenue
Chicago, IL 60622

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 27, 2001, is made and executed between North Star Trust Company, not personally but as Trustee on behalf of North Star Trust Company, Trust #00-2753, dated July 25, 2000, whose address is 500 West Madison Street, Suite 3800, Chicago, IL 60661-2505 (referred to below as "Grantor") and Manufacturers Bank, whose address is 3232 W. Peterson Avenue, Chicago, IL 60659 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 27, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Construction Mortgage and Assignment of Rents recorded October 18, 2000 as document nos. 00815830 & 00815831.

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

THE EASTERLY 133.14 FEET OF THE WESTERLY 397.14 FEET (EXCEPT THE WESTERLY 50 FEET THEREOF) OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 12 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3545 W. Walters Road, Northbrook, IL 60062. The Real Property tax identification number is 04-08-302-004-0000

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

The Lenders Reference Rate of minus 1% is hereby changed to the Lenders Reference Rate. All other terms and provisions of the loan documents remain in full force and effect.

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

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 7116920

Page 2

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 27, 2001.

GRANTOR:

NORTH STAR TRUST COMPANY, TRUST #00-2753

NORTH STAR TRUST COMPANY, Trustee of North Star Trust Company,
Trust #00-2753

By: *Silvia Medina*
Its: VP/Trust Officer of North Star Trust Company

By: *David Aspinall*
Its: VP/Authorized Signer of North Star Trust Company

LENDER:

X *[Signature]*
Authorized Signer

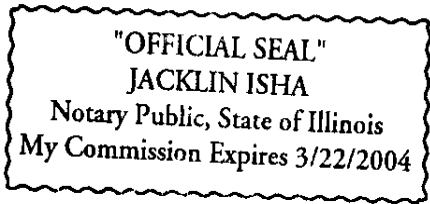
0020110792

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
)
COUNTY OF COOK) SS
)

On this 3rd day of JANUARY, 2002 before me, the undersigned Notary Public, personally appeared Its., VP/Trust Officer and Its., VP/Authorized Signer of North Star Trust Company, and known to me to be authorized trustees or agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By [Signature] Residing at 500 W. Madison, 3800
Notary Public in and for the State of ILLINOIS



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
COUNTY OF COOK) SS
)

On this 3rd day of January, 2002 before me, the undersigned Notary Public, personally appeared Mitchell A. Notgenstern 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 [Signature] Residing at 3232 W. Peterson
Notary Public in and for the State of Illinois

My commission expires 4/23/2005



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 7116920

Page 4

LASER PRO Lending, Ver. 9.18.10.08 Copr. Harland Financial Solutions, Inc. 1997, 2001. All Rights Reserved. - IL E:\APPS\CFILPL\10201.FG TR-2535 PR-11

Property of Cook County Clerk's Office

0020110792