UNOFFICIAL C 10020473689 0 50 13 001 Page 1 of

2002-04-25 10:56:29

Cook County Recorder

27.00

**RECORDATION REQUESTED BY:** 

**NATIONAL PROSPECT** MOUNT BANK 50 NORTH MAIN STREET

MOUNT PROSPECT, IL 60056

WHEN RECORDED MAIL TO:

PROSPECT NATIONAL MOUNT BANK

50 NORTH MAIN STREET MOUNT PROSPECT, IL 60056

SEND TAX NOTICES TO:

Glenview State pank as Trustee under Trust Agreement dated January 9, 1981 and known as Trust #2666 800 Waukegan Road Glenview, IL 60025

0020473689

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MOUNT PROSPECT NATIONAL BANK (R. BEHLS)

50 r. Main Street

Mt. Prespect, IL 60056

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 4, 2002, BETWEEN Glenview State Bank as Trustee under Trust Agreement dated January 9, 1981 and known as Trust #2666, as Trustee, (referred to below as "Grantor"), whose address is 800 Waukegan Road, Glenview, IL 60025; and MOUNT PROSPECT NATIONAL BANK (referred to below as "Lender"), whose address is 50 NORTH MAIN STREET, MOUNT PROSPECT, IL 60056.

MORTGAGE. Grantor and Lender have entered into a mortgage dated September 18 2000 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage in the amount of \$600,000.00 dated September 18, 2000 and recorded on January 22, 2001 in Cook County, Illinois, as Document #0010054521

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

LOT 7 IN SKY HARBOR AIR INDUSTRIAL PARK UNIT 3, BEING A SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2905-2909 MacArthur Blvd., Northbrook, IL 60062. The Real Property tax identification number is 04-05-202-015.

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

Increase the total amount of the Mortgage to \$777,343.85 to secure three Promissory Notes, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory Notes: (1) \$377,343.85 (originally \$400,000.00) Promissory Note dated September 18, 2000 and maturing September 18, 2005, to Glenview State Bank, under Trust Agreement dated January 9, 1981 and known as Trust #2666; (2) \$250,000.00 Revolving Line of Credit Agreement dated April 4, 2002 and maturing October 31, 2002, to Electro Assemblies Corporation; and (3) \$150,000.00 Revolving Line of Credit dated April 4, 2002 and maturing October 31, 2002, to William Nettelborst LIC. Nettelhorst, LLC..

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

# UNOFFICALALACARY

(Continued)

Page 2

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 TRUST #2666 AND DATED JANUARY 9, 1981.

By: Trust Officer	Ox		
	Co		
LENDER:	40		
MOUNT PROSPECT NATIONAL	BANK)		
By: Authorized Officer	Self-	The Clark	
Addition 25 d Olyicor		C	
		0/1	
		T	Ś
·			$O_{x_{\alpha}}$
<u></u>			
	~ *	•	-O
	683CTp0	G	
3. 4. 4.	682		
THE THEORY SAID, ALL STREET	•		



04-04-2002 Loan No 9001

(Continued)

Page 3

CORPORATE ACKNOWLEDGMENT				
STATE OF Solinaes)				
) ss				
COUNTY OF COOK				
	orginand Notany Public personally			
On this day of	ement dated January 9, 1981 and			
known as Trust #2666, and known to me to be an authorized agent of the	e 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, fo mentioned, and on oan stated that he or she is authorized to execute this Modified	ication and in fact executed the			
Modification on behalf of the springering.	le i de			
By Marlayne M. Malmager Residing at So	16 lain of			
By / / wayre   Residing at	······································			
Notary Public in and for the State of	OFFICIAL SEAL }			
7/75/02	MARLAYNE M MALMGREN &			
My commission expires	NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPRES:07/23/05			
	MANAMANAN S			
LENDER ACKNOWLEDGMENT				
A				
attender Millimain				
STATE OF				
( a d b				
COUNTY OF Cook				
On this 24 day of april 20 02 before me, the und	ersigned Notary Public, personally			
On this				
On this	ument and acknowledged said			
On this day of	iment and acknowledged said orized by the Lender through its on oath stated that he or she is			
On this appeared Authorized agent for the Leoder that executed the within and foregoing instrument to be the free and voluntary act and deed of the said Lender, duly authorized to execute this said instrument and that the seal affixed is the corporate	iment and acknowledged said orized by the Lender through its on oath stated that he or she is			
On this appeared Authorized agent for the Leoder that executed the within and foregoing instrument to be the free and voluntary act and deed of the said Lender, duly authorized to execute this said instrument and that the seal affixed is the corporate	iment and acknowledged said orized by the Lender through its on oath stated that he or she is			
On this appeared Authorized agent for the Ledder that executed the within and foregoing instrument to be the free and voluntary act and deed of the said Lender, duly authorized to execute this said instrument and that the seal affixed is the corporate By Malayne M. Malayne Residing at	iment and acknowledged said orized by the Lender through its on oath stated that he or she is			
On this appeared Authorized agent for the Leoder that executed the within and foregoing instrument to be the free and voluntary act and deed of the said Lender, duly authorized to execute this said instrument and that the seal affixed is the corporate	ument and acknowledged said orized by the Lender through its on oath stated that he or she is search said Lender.			
On this appeared Authorized agent for the Ledder that executed the within and foregoing instrument to be the free and voluntary act and deed of the said Lender, duly authorized to execute this said instrument and that the seal affixed is the corporate By Malayne M. Malayne Residing at	iment and acknowledged said orized by the Lender through its on oath stated that he or she is search said Lender.  OFFICIAL SEAL MARLAYNE M MALMGREN			
On this	ument and acknowledged said orized by the Lender through its on oath stated that he or she is search said Lender.			

## This Exculpatory This at ached hereto and mail a part hereof.

THIS DOCUMENT is executed by Glenview State Bank, not personally, but as Trustee under Trust No.  $\underline{2666}$  as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but nor limited to warranties, indemnifications, and hold harmless representations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions or apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

IN WITNESS WHEREOF, Glenview State Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Trust Officer, the day and year first above written.

GLENVIEW STATE BANK As Trustee as aforesaid and not personally;

resident 7/i ce

Officer

STATE OF ILLINOIS ) s.s. COUNTY OF COOK

I, the undersigned as No cary Public, in and for y, in the State aforesaid, DO HEREBY CERTIFY, that KAREN said County Vice President of the CLENVIEW STATE BANK, SHADDOCK-YOUNG Trust Officer of said Bank, personally known to and PEG LANCIONI me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

<sup>5th</sup> day of under my hand and notarial seal this

Notary Public

OFFICIAL SEAL KATHERINE DYKAS Notary Public, State of Illinois My Commission Expires 1-11-2003 20473689

# **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

| OTF.CML STAL | KATH.D. F. B. DVKAS | Match F. L. | St. 12 of Minold | My Con | | | L. | | (25.1 T) | EDI