

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Harris Bank Elk Grove, N.A.  
500 E. Devon Ave.  
Elk Grove Village, IL 60007

**0020583178**

3956/0253 18 001 Page 1 of 4

**2002-05-22 12:32:15**

Cook County Recorder 27.50

**WHEN RECORDED MAIL TO:**

Harris Bank/BLST  
Attn: Collateral management  
P.O. Box 2880  
Chicago, IL 60690-2880



0020583178

**FOR RECORDER'S USE ONLY****This Modification of Mortgage prepared by:****Real Estate Index** R990972

Patricia A. Howard, Documentation Specialist  
Harris Bank/BLST  
311 W. Monroe Street, 14th Floor  
Chicago, IL 60606

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated February 15, 2002, is made and executed between Continental Community Bank f/k/a Maywood-Proviso State Bank, as Trustee under Trust Agreement dated May 13, 1976 and known as Trust Number 3957, whose address is 411 Madison Street, Maywood, Illinois 60153 (referred to below as "Grantor") and Harris Bank Elk Grove, N.A., whose address is 500 E. Devon Ave., Elk Grove Village, IL 60007 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 1, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded on August 4, 1997 as Document #97562784 and Assignment of Rents recorded on August 5, 1997 as Document #97566691 in the Cook County Recorder's Office.

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

LOT 1 IN ELK GROVE ENTERPRISE 1 RESUBDIVISION, BEING A RESUBDIVISION OF LOT 10 (EXCEPT THE SOUTH 490.0 FEET THEREOF) IN MAYFAIR INDUSTRIAL PARK UNIT 2, BEING A SUBDIVISION OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 120-124 Joey Drive, Elk Grove Village, IL 60007. The Real Property tax identification number is 08-22-301-047-0000

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated February 15, 2002 in the original principal amount of \$209,666.72 from Borrower to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) 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 the amount of \$209,666.72; (3) that the interest rate under the Note is hereby modified to reflect a decrease in the rate from 8.25% to 6.75%; [4] that the Mortgage maturity date is hereby

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## MODIFICATION OF MORTGAGE (Continued)

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extended to February 15, 2007. All other terms and conditions remain the same.

**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 endorser 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 FEBRUARY 15, 2002.**

### GRANTOR:

North Star Trust Company as Successor Trustee  
CONTINENTAL COMMUNITY BANK, TRUST NUMBER 3957

North Star Trust Company as Successor Trustee

CONTINENTAL COMMUNITY BANK, not personally but as Trustee under that certain trust agreement dated 05-13-1976 and known as Continental Community Bank, Trust Number 3957.

By: [Signature]

Authorized Signer for Continental Community Bank

### LENDER:

X [Signature]  
Authorized Signer

This Document is signed by NORTHSTAR TRUST COMPANY not individually but solely as Trustee under certain Trust Agreement known as Trust No. 3957. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any trust property which may be held thereunder, and said trustee shall not be personally liable for the performance of any of these terms and conditions of this Document or for the validity or condition of the title of said property or for any Document with respect thereto. Any and all personal liability of NORTH STAR TRUST COMPANY is hereby expressly waived by the parties hereto and their respective successors and assigns.

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## MODIFICATION OF MORTGAGE (Continued)

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### TRUST ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
COUNTY OF COOK )

On this \_\_\_\_\_ day of MAY 06 2002  
Public, personally appeared David Rosenfeld before me, the undersigned Notary

, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the and acknowledged the 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/they is/are authorized to execute this and in fact executed the on behalf of the trust.

By Silvia Medina Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_



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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS

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) SS

COUNTY OF COOK

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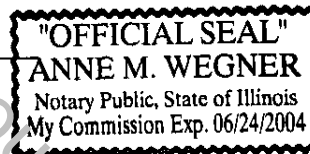
On this 7th day of MAY, 2002 before me, the undersigned Notary Public, personally appeared THOMAS E. MILOWSKI and known to me to be the ASST. VICE PRES. authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act 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 ELK GROVE

Notary Public in and for the State of ILLINOIS

My commission expires \_\_\_\_\_



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