

UNOFFICIAL COPY

0020949479

1341/0258 10 081 Page 1 of 5

2002-08-28 15:15:30

Cook County Recorder 29.50

RECORDATION REQUESTED BY:
PLAZA BANK
7460 W. IRVING PARK ROAD
NORRIDGE, IL 60706



0020949479

WHEN RECORDED MAIL TO:
PLAZA BANK
7460 W. IRVING PARK ROAD
NORRIDGE, IL 60706

FOR RECORDER'S USE ONLY

Real Estate Index 2995957 5 sw

This Modification of Mortgage prepared by:



PLAZA BANK
7460 W. IRVING PARK ROAD
NORRIDGE, IL 60706

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 9, 2002, is made and executed between DuPage National Bank f/k/a The First National Bank of West Chicago, not personally but as Trustee under Trust Agreement dated May 15, 1979 and known as Trust No. 1107. (referred to below as "Grantor") and PLAZA BANK, whose address is 7460 W. IRVING PARK ROAD, NORRIDGE, IL 60706 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 11, 1996 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 21, 1997 as Document #97041050; which was modified by a Modification of Mortgage dated March 11, 2001 and recorded March 22, 2001 as Document #0010226985; which was further modified by a Modification of Mortgage dated November 27, 2001 and recorded December 5, 2001 as Document #0011146826.

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

LOTS 1 AND 2 IN BROST AND KEMPER'S SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 30 ACRES THEROF IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1351-55 W. Granville/6151-55 N. Glenwood Avenue, Chicago, IL 60660. The Real Property tax identification number is 14-05-118-001-0000

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

The Mortgage is hereby amended to provide an increase in the principal amount of the Promissory Note from \$470,000.00 to \$600,000.00.

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

UNOFFICIAL COPY

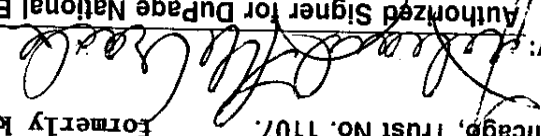
Property of Cook County Clerk's Office

Authorized Signer

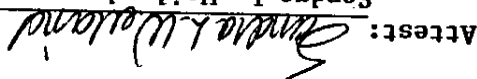
X 

LENDER:

Richard F. McCracken, President and Trust Officer
Authorized Signer for DuPage National Bank



Sandra L. Weiland
Asst. Secretary

Attest: 

DUPAGE NATIONAL BANK, not personally but as Trustee under that certain trust agreement dated 05-15-1979 and known as DuPage National Bank, as Successor-Trustee to The First National Bank of West Chicago, Trust No. 1107, formerly known as

DUPAGE NATIONAL BANK AS SUGCESSOR-TRUSTEE-TO THE FIRST NATIONAL BANK OF WEST CHICAGO, TRUST NO. 1107 see Exculpatory Rider hereto attached and made a part thereof

GRANTOR:

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 9, 2002.

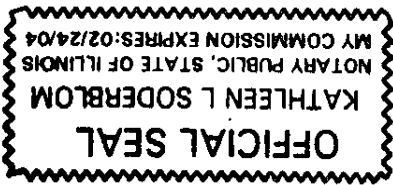
Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorses to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall 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.

20949479

Property of Cook County

20949479

LASER PRO Lending Ver. 5.13 20 06 Copy: Harland Financial Solutions, Inc. 1997, 2002. All Rights Reserved. IL 13 ASERPROCHFLPL0201 FC TR-629 PH.S



My commission expires _____

Notary Public in and for the State of Illinois

Residing at Norridge

By Kathleen L. Soderblom

of said Lender:

stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal

the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath

acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by

Public, personally appeared Richard C. Steyer, authorized agent for the Lender that executed the within and foregoing instrument and

and known to me to be the Nice

before me, the undersigned Notary

On this 9th day of August

2007

)

) SS

)

STATE OF Illinois

COUNTY OF Cook

LENDER ACKNOWLEDGMENT

UNOFFICIAL COPY

EXCULPATORY RIDER

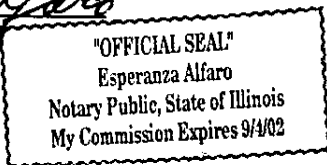
This instrument is executed by DuPage National Bank as Trustee under the provisions of a Trust Agreement dated May 15, 1979, and known as Trust No. 1107, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and DuPage National Bank warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding DuPage National Bank in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against DuPage National Bank on account of any representations, warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this operation and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

STATE OF ILLINOIS)
 COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Richard F. McCracken, Trust Officer / Vice President of DUPAGE NATIONAL BANK, and Sandra L. Weiland, Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instruments 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 Assistant Secretary did also then and there acknowledge that said Assistant Secretary, as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of August, 2002.

Esperanza Alfaro
 Notary Public



20949479