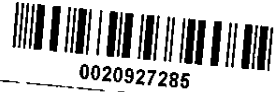


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1235/0141 18 001 Page 1 of 5  
2002-08-23 10:17:34  
Cook County Recorder 29.00



**RECORDATION REQUESTED BY:**

Harris Bank  
Arlington-Meadows  
3225 Kirchoff Road  
Rolling Meadows, IL 60008

**WHEN RECORDED MAIL TO:**

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

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Rosa M. Ramirez, Documentation Specialist  
Harris Bank/BLST  
311 W. Monroe St., 14th Floor  
Chicago, IL 60606

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated June 1, 2002, is made and executed between LaSalle Bank National Association, not personally but as Trustee of LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago under Trust No. 3566, whose address is 135 South LaSalle, Suite 2500, Chicago, IL 60603 (referred to below as "Grantor") and Harris Bank Arlington-Meadows, whose address is 3225 Kirchoff Road, Rolling Meadows, IL 60008 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 29, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on November 30, 1999 as Document #09116675 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:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 20-40 South Dunton Avenue, Arlington Heights, IL 60005. The Real Property tax identification number is 03-29-347-023-0000, 03-29-347-024-0000, 03-29-347-025-0000 and 03-29-347-026-0000

**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 June 1, 2002 in the original principal amount of \$100,000.00 and a Promissory Note dated June 1, 2002 in the original principal amount of \$208,189.16 from Borrower to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) that in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also

BOX 333-CT

207035213 1081

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 90011441

Page 2

any future amounts which Lender may advance to Grantor under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note and Related Documents. 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 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 JUNE 1, 2002.**

**GRANTOR:**

**LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO UNDER TRUST NO. 3566, and not Individually.**

**LASALLE BANK NATIONAL ASSOCIATION, not personally but as Trustee under that certain trust agreement dated 03-10-1986 and known as LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago under Trust No. 3566.**

By: *Kenneth J. Downing*  
Authorized Signer for LaSalle Bank National Association

**LENDER:**

X *John A. Welch*  
Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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## MODIFICATION OF MORTGAGE

Loan No: 90011441

(Continued)

Page 3

### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

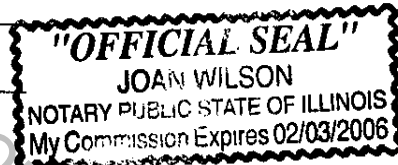
On this 14th day of June, 2002 before me, the undersigned Notary Public, personally appeared Dórothý A. Denning, Assistant Vice President of LaSalle Bank National Association

, 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 Joan Wilson Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

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



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LENDER ACKNOWLEDGMENT

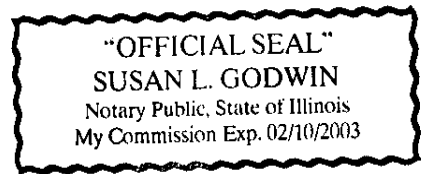
STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 14th day of June, 2002 before me, the undersigned Notary Public, personally appeared Scott A. Whisler 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 Susan L. Godwin Residing at Rolling Meadows

Notary Public in and for the State of Illinois

My commission expires 2-10-03



20927285

CHICAGO TITLE INSURANCE COMPANY  
**UNOFFICIAL COPY**  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

ORDER NO.: 1409 007835273 NSC

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 2 AND THE NORTH 8 FEET OF LOT 3 IN BLOCK 31 IN TOWN OF DUNTON (NOW ARLINGTON HEIGHTS), A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 3 (EXCEPT THE NORTH 8 FEET THEREOF) IN BLOCK 31 IN TOWN OF DUNTON (NOW ARLINGTON HEIGHTS), A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

PARCEL "A":

LOT 1 IN BLOCK 31 IN THE TOWN OF DUNTON (NOW KNOWN AS ARLINGTON HEIGHTS) IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL "B":

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, AFORESAID DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF BLOCK 31 AFORESAID, RUNNING THENCE NORTH 33 FEET; THENCE WEST 132 FEET; THENCE SOUTH 33 FEET; THENCE EAST 132 FEET TO THE POINT OF BEGINNING FORMERLY KNOWN AS THE SOUTH 1/2 OF ROBINSON STREET (NOW VACATED) LYING NORTH OF AND ADJOINING LOT 1 BLOCK 31 AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

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