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2002-12-16 11:40:37

Cook County Recorder 30.50

** RECORDATION REQUESTED BY:
BAYTREE NATIONAL BANK &
TRUST COMPANY
9 Market Square Court
Lake Forest, IL 60045

0021390138

WHEN RECORDED MAIL TO:
BAYTREE NATIONAL BANK &
TRUST COMPANY
9 Market Square Court
Lake Forest, IL 60045

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

AS USED IN THIS DOCUMENT THE WITHIN NAMED TRUSTEE SHALL MEAN "COLE TAYLOR BANK".

Kimberly L. Smith, Assistant Vice President Baytree National Bank & Trust Company 9 Market Square Court Lake Forest, IL 60045

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 1, 2002, is made and executed between Glenview State Bank, a Corporation of Illinois, as Trustee under Trust Agreement dated November 21, 1977 known as Trust Number 1595, whose address is 111 W. Washington, Suite 650, Chicago, IL 60602 (referred to below as "Grantor") and BAYTREE NATIONAL BANK & TRUST COMPANY, whose address is 9 Market Square Court, Lake Forest, IL 60045 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated Marc 11, 2002 (the "Mortgage").

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

Lot 1 in Carles Subdivision, being a subdivision of part of the South East 1/4 of Section 23, Township 42 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded May 23, 1980 as Document 25466303, in Cook County, Illinois.

The Real Property or its address is commonly known as 211 Waukegan Road, Northfield, IL 6003. The Real Property tax identification number is 04-23-401-099

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

Extend maturity one year from September 1, 2002 to September 1, 2003.

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

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UNOFFICIAL CC MODIFICATION OF MORTGAGE

(Continued) Loan No: 10000009

Page 2

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 1, 2002.

GRANTOR:

GLENVIEW STATE EARLY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 21, 1977 KNOWN AS **TRUST NUMBER 1595**

GLENVIEW STATE BANK, not personally but as Trustee under that certain trust agreement dated 11-21-1977 and known as Glenview State Bank, a Corporation of Illinois, as Trustee under Trust Agreement dated November 21, 1977 kylown as Trust Number 1595

By:

C/ort's Orice

LENDER:

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

Authorized Signer

UNOFFICIAL COPY MODIFICATION OF MORTGAGE

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Page 3

Loan No: 10000009

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	Т	RUST ACKNOV	VLEDGMENT	,
STATE OF	Illinois)	
) SS	
COUNTY OF _	Cook)	
trustee or agen the free and vo statute, for the	ally apprared Trust Office at of the invalithat execute pluntary act and deed of to uses and purposes therei	err of Glenview d the Modification of the trust, by authori n mentioned, and o	State Bank, a of Mortgage and ty set-forth in-the on oath stated the	pefore me, the undersigned Notary and known to me to be an authorized acknowledged the Modification to be e-trust-documents-or, by-authority-of-at he or she is authorized to execute
this Modification	n and in fact executed the	Modification on be	nait of the trust. Residing at	111 W. Washington St.
· ·	in and for the State of _	Thinois	•	Chicago, IL 60602
My commission *Mario V. Linda L.	Gotanco, V.P. ar Horcher, Sr.T.O.	nd C	-	"OFFICIAL SEAL" SHERRI SMITH NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 03/22/2006
Cole Tay		ENDER ACKNO		Т
STATE OF	Lake) SS	07.0
On this. 30	ally appeared AM	Stenber N. Adams	an	before me, the uncersigned Notary and known to me to be the
the Lender throstated that he of said Lender. By	said instrument to be the bugh its board of directors or she is authorized to ex in and for the State of	free and voluntary or otherwise, for the ecute this said inst	act and deed of e uses and purp	within and foregoing instrument and fithe said Lender, duly authorized by coses therein mentioned, and on oath the seal affixed is the corporate seal
My commission	on expires	- 2003		OFFICIAL SEAL KIMBERLY L. SMITH DTARY PUBLIC, STATE OF ILLINOIS Y COMMISSION EXPIRES 1-28-2003

UNOFFICIAL COPY MODIFICATION OF MORTGAGE

(Continued)

Loan No: 10000009

Page 4

GENERAL EXCULPATORY CLAUSE

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form ryrporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee and are neverticiess each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of Linding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable agains, the Land Trustee on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implies, all such personal liability, if any, being expressly waived and