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6103/0072 07 001 Page 1 of 7
2003-03-27 10:42:33
Cook County Recorder 34.50

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.,
successor in interest to First
National Bank of Morton
Grove
Commercial Banking -
Morton Grove
6201 W. Dempster Avenue
Morton Grove, IL 60053



0030415217

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
1200 N. Ashland Avenue
Chicago, IL 60622

LN# 30337

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MB Financial Bank, N.A.
801 W. Madison Street
Chicago, IL 60607

mb financial
bank_{na}

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 23, 2002, is made and executed between Devon Bank, as Trustee under Trust Agreement dated May 9, 1978, Trust No. 3381, whose address is 6445 N. Western Avenue, Chicago, IL 60645 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to First National Bank of Morton Grove, whose address is 6201 W. Dempster Avenue, Morton Grove, IL 60053 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 23, 1996 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded January 21, 1997 as Document Nos. 97041095 and 97041096, respectively.

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

Lot 78 in Orieger's Subdivision Unit No. 3, being a Resubdivision in the South Section of Alexander Robinson's Reserve in Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 9246-9248 Jill Lane, Schiller Park, IL 60171. The Real Property tax identification number is 12-15-326-026-0000 and 12-15-326-027-0000

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

The principal has been increased to Five Hundred Thousand and 00/100 (\$500,000.00) and the maturity

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 30337

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date is extended to December 23, 2003. All other terms and provisions of the Loan Documents remain in full force and effect.

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 DECEMBER 23, 2002.

GRANTOR:

DEVON BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 9, 1978, TRUST NO. 3381

By: 

Grantor for Devon Bank, as Trustee under Trust Agreement dated May 9, 1978, Trust No. 3381

By: 

Grantor for Devon Bank, as Trustee under Trust Agreement dated May 9, 1978, Trust No. 3381

LENDER:

X 

Authorized Signer

All representations and undertakings of DEVON BANK as trustee as aforesaid and not individually are those of its beneficiaries only and no liability is assumed by or shall be asserted against the DEVON BANK personally as a result of the signing of this instrument.

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Exculpatory Ride attached hereto and, made a part hereof.

EXCULPATORY RIDER

This instrument is executed by DEVON BANK, not individually but solely as Trustee as aforesaid. All the covenants and conditions to be performed hereunder by DEVON BANK are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against DEVON BANK by reason of any of the covenants, statements, representation, indemnification or warrants expressed or implied herein contained in this instrument.

It is expressly understood and agreed by every person, firm or corporation claiming any interest under this document that DEVON BANK, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release of any hazardous materials on, over, under, from, or affecting the property of the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any law suit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provision of this exculpatory rider and the provisions of the document of which it is attached, the provisions of this rider shall govern.

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 28th day of January, 2003 before me, the undersigned Notary Public, personally appeared Richard A. Bloch, Sr. V.P. & Sally Guffey, J.P.

, 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 Nancy M. Brown Residing at _____

Notary Public in and for the State of Illinois

My commission expires 9-28-03



Cook County Clerk's Office

LENDER ACKNOWLEDGMENT

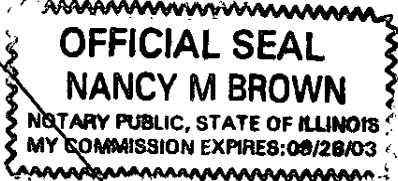
STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 26th day of January, 2003 before me, the undersigned Notary Public, personally appeared Richard A. Blask and known to me to be the Senior V.P. & Co. Officer 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 Nancy M. Brown Residing at _____

Notary Public in and for the State of Illinois

My commission expires 9-28-03



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MODIFICATION OF MORTGAGE

(Continued)

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LENDER ACKNOWLEDGMENT

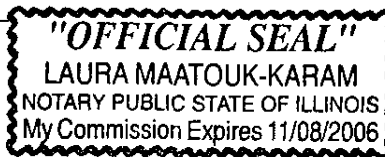
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 4th day of March, 2003 before me, the undersigned Notary Public, personally appeared Ronald Calandra 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 Laura Maatouk-Karam Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 11/08/2006



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

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TRUST ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____

, 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 _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

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