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Eugene "Gene" Moore Fee: \$36.50  
Cook County Recorder of Deeds  
Date: 05/16/2003 10:13 AM Pg: 1 of 7

Box for Recorder's Use Only

Property of Cook County Clerk's Office

Real Estate Index R1056749

MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT  
MODIFICATION AGREEMENT

This Modification Agreement is dated as of this 1st day of April, 2003 and is made between Glenview State Bank, not personally, but as Trustee under a Trust Agreement dated March 12, 1999 and known as Trust Number 4318 ("Mortgagor") and Glenview State Bank ("Mortgagee").

UNDERSTANDINGS

A. Mortgagor executed a Mortgage, Security Agreement and Financing Statement in favor of Mortgagee dated as of March 30, 1999 and recorded April 7, 1999 with the Cook County Recorder of Deeds as Document No. 99334348 (the "Mortgage") encumbering the real estate described on Exhibit A attached hereto and made a part hereof.

B. The Mortgage secures the indebtedness, obligations and liabilities of Mortgagor and a corporation ("Debtor") pursuant to an Installment Note in the original principal amount of \$960,000.00 dated March 30, 1999 payable to Mortgagee and executed by Mortgagor and Debtor ("Note").

C. The Mortgage also secured the indebtedness, obligations and liabilities of Mortgagor and Debtor pursuant to an Installment Note in the original principal amount of \$450,000.00 dated March 30, 1999 payable to Mortgagee and executed by Mortgagor and Debtor which Installment Note has been paid in full.

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D. The principal balance of the Note is due and payable on April 1, 2006.

E. Mortgagor and Debtor wish to extend the term of the Note and adjust the rate of interest and Mortgagee is willing to do so.

NOW, THEREFORE, in consideration of the Understandings set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. The first and second paragraphs immediately following the word "WITNESSETH" on the first page of the Mortgage are hereby deleted in their entirety, and the following is substituted in its place:

Mortgagor and a corporation ("Debtor") have executed a promissory note dated as of April 1, 2003 (such promissory note, together with any and all amendments, modifications or supplements thereto, extensions and renewals thereof and any note which may be taken in whole or partial renewal, substitution or extension thereof, shall be called the "Note"), payable to the order of the Mortgagee in the principal amount of \$861,885.15 plus interest at the per annum rates set forth in the Note. The principal balance together with any accrued interest shall be payable in accordance with the terms of the Note and any unpaid principal balance plus any accrued and unpaid interest is due and payable in full on April 1, 2010 unless extended.

2. The fourth paragraph immediately following the word "WITNESSETH" on the first page of the Mortgage is hereby deleted in its entirety.

3. The word "Notes" wherever it appears in the Mortgage is hereby deleted in its entirety and the word "Note" is substituted in its place.

4. In all other respects, the Mortgage shall remain unchanged and in full force and effect.

5. This Mortgage is executed by the undersigned, not personally, but as Trustee in the exercise of the power and authority conferred upon and vested in it as the Trustee, and in so far as the Trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof, and through enforcement of the provisions of the Note and any other collateral or Guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as Trustee, because or in respect of this Mortgage or the making, issue or transfer thereof, all such personal liability of the Trustee, if any, being expressly waived in any manner.

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**MORTGAGOR:**

**MORTGAGEE:**

**GLENVIEW STATE BANK**

**not personally but as Trustee under a Trust Agreement dated March 12, 1999 and known as Trust No. 4318**

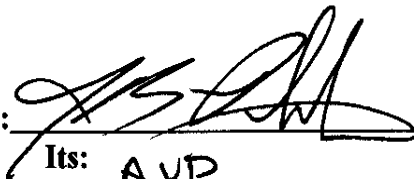
SEE RIDER ATTACHED HERETO CONTAINING TRUSTEES EXONERATION CLAUSE WHICH IS MADE A PART HEREOF  
**By:** \_\_\_\_\_

**Its:**

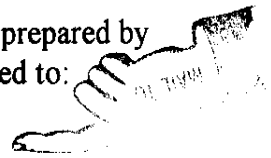
**GLENVIEW STATE BANK**

**By:** \_\_\_\_\_

**Its:** AUP



This instrument was prepared by  
and should be returned to:



Paul J. Richter  
Kelly, Olson, Michod, DeHaan & Richter, L.L.C.  
30 South Wacker Drive, Suite 2300  
Chicago, Illinois 60606  
(312) 236-6700



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STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )



I, Alice Braun, a Notary Public in and for the County and State aforesaid, do hereby certify that J. B. Phillips, an Asst. V.P. of Glenview State Bank, a banking association, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of April, 2003.

Alice Braun  
NOTARY PUBLIC

My Commission Expires: 4-20-07

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## EXHIBIT A

THE SOUTH 12 ACRES (EXCEPT THE SOUTH 297.56 FEET THEREOF AND EXCEPT THE EAST 519.32 FEET THEREOF) OF THE WEST 30 ACRES OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 05-32-100-035-0000

Common Address: 730 Hibbard Road  
Wilmette, Illinois 60091

