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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

Real Estate Index R1056749

1000 PT OF MORTGAGE, SECURITY A GREEMENT 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 Cienview State Bank ("Mortgagee").

UNDERSTANDINGS

- 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") encurioering the real estate described on Exhibit A attached hereto and made a part hereof.
- The Mortgage secures the indebtedness, obligations and liabilities of Mortgagor and B. 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").
- The Mortgage also secured the indebtedness, obligations and liabilities of Mortgagor C. 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 v. less 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 uncharged 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 collatoral 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

BEXONERATION CLAUSE WHICH IS MADE A PART HEREOE

GLENVIEW STATE BANK

Toperty or Cook County Clerk's Office 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) | 1 | |
|--|--|----------------|
|) SS. COUNTY OF COOK) | | |
| I, aforesaid, do hereby certify that Glenvian State Bank a hanking association person | for y Clause _, a Notary Public in and for said County, in the | State |
| Glenview State Bank, a banking association, person | nally known to me to be the same person whose | - name |
| is subscribed to the foregoing instrument as such _ appeared before me this day in person and acknowle | de dit at he (she simed and delivered soid instan | ; |
| as their own free and voluntary acts, and as the free | eages that he/she signed and delivered said instru- | meni e. for |
| the uses and gurposes therein set forth. | 7 11 VOI 11 11 VOI 11 V | -, |
| Given wider my hand and notarial seal this | day of, 2 | 2003. |
| Given union and memorial and | | |
| ~~~~/ | | |
| 0.5 | NOTARY PUBLIC | |
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| My Commission Expires: | | |
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| STATE OF ILLINOIS COUNTY OF COOK |)) SS.) | ALIC Notary Pu | ICIAL SEAL" CE BRAUN blic, State of Illinois sion Expires 4-20-2007 |
|--|---|---|---|
| I, of Gle instrument, appeared before duly authorized, signed and dand voluntary act of said con | enview State Bank, a me this day in perso lelivered said instru | a banking association, sub on and acknowledged to me iment as his own free and vo | e that he, being thereunto luntary act and as the free |
| GIVEN under my ha | and and notarial sea | al this 30th day of Op Olice NOTARY PUBLIC | <u>J. 3. 3. 3. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4.</u> |
| My Commission Expires: | 4-20-07 | OCH CLORAS | |

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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

Cook Colling Clerk's Office Common Address: 730 Hibbard Road

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This Exculpatory Clause attached Areto and made Y part hereof.

THIS DOCUMENT is executed by Glenview State Bank, not personally, but as Trustee under Trust No. 4318 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but nor limited to warranties, indemnifications, and hold harmless representations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions or apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

IN WITNESS WHEREO, Glenview State Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Trust Officer, the day and year first above written.

By._
Attest: GLENVIEW STATE BANK As Trustee as aforesaid and not personally,

STATE OF ILLINOIS)

S.S.

COUNTY OF COOK

I, the undersigned as Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that KAREN the undersigned SHADDOCK-YOUNG Vice President of the GLENVIEW STATE BANK, and SCOTT LIMPER V.P. & Trust Officer of said Bank, remonally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument 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 Trust Officer did also then and there acknowledge that she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as her 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 28th day of

, kg 2003 ·

Notary Public

KATHERINE DYKAS Notary Public, State of Illinois My Commission Expires 1-11-2007 S