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Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 07/11/2003 08:32 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Banking - Sr.
Relationship Mgmt.
1200 N. Ashland Avenue
Chicago, IL 60622

WHEN RECORDED MAIL TO:

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

LN# 333.97

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

, Annie Welch - Tr
MB Financial Bank, N.A.
201 W. Madison Street
Chicago, IL 60607



(4)

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 1, 2003, is made and executed between Cole Taylor Bank as Trustee u/v/a dated September 8, 1997, Trust No. 97-7489, whose address is 111 West Washington Street, 6th fl, Chicago, IL 60602 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 1200 N. Ashland Avenue, Chicago, IL 60622 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 6, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents in the original amount of \$2,288,000.00 payable to First National Bank of Morton Grove, recorded November 13, 1997 as Document Nos. 97852435 and 97852500, respectively; further modified by a Modification of Mortgage recorded March 15, 1999 as Document No. 99243070; further modified by a Modification of Mortgage recorded December 11, 2002 as Document No. 0021363855.

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

See Attached Exhibit "A" for legal description, 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 3330-40 West Dundee, Northbrook, IL 60062. The Real Property tax identification number is 04-05-304-003-0000 and 04-05-304-015-0000

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

The interest rate is hereby changed from Lender's Reference Rate Floating to a 90-day Libor Rate plus

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

(Continued)

Loan No: 335197

Page 2

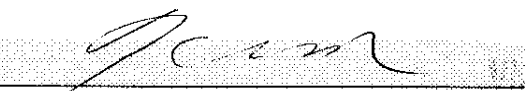
250 basis points. The maturity date of October 1, 2007 is hereby extended to May 1, 2008, and payments has been modified as further described in the payment section of the Change in Terms Agreement. All other terms and provisions of the Loan Documents remain in full force and effect.

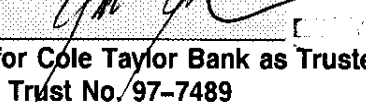
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 MAY 1, 2003.

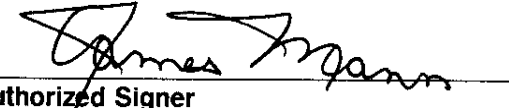
GRANTOR:

**COLE TAYLOR BANK AS TRUSTEE U/T/A DATED SEPTEMBER 8, 1997,
TRUST NO. 97-7489**

By: 
Authorized Signer for Cole Taylor Bank as Trustee u/t/a dated
September 8, 1997, Trust No. 97-7489

By: 
Authorized Signer for Cole Taylor Bank as Trustee u/t/a dated
September 8, 1997, Trust No. 97-7489

LENDER:

X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 335197

Page 3

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF COOK)

On this 28th day of April, 2003 before me, the undersigned Notary Public, personally appeared KENNETH E. PIKUT VICE PRESIDENT
MARIO V. GOTANCO

, and known to me to be (a) 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 Sherris Smith Residing at 111 W. WASHINGTON CHICAGO

Notary Public in and for the State of Illinois

My commission expires 03/22/06



OFFICE OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 335197

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF COOK) SS
)

On this 1~~st~~ day of MAY, 2003 before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 Patricia M. Dushane Residing at _____

Notary Public in and for the State of Illinois

My commission expires 3-26-07



County Clerk's Office