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RECORDATION REQUESTED BY:
Continental Community Bank
and Trust Company
Villa Park Branch
101 East St. Charles Road
Villa Park, IL 60181

Doc#: 0325147159
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 09/08/2003 12:40 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
Continental Community Bank
and Trust Company
Villa Park Branch
101 East St. Charles Road
Villa Park, IL 60181

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Nicholl E. Massa, Documentation Specialist
Continental Community Bank and Trust Company
2130 W. Indian Trail Road
Aurora, IL 60506

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 5, 2003, is made and executed between North Star Trust Company, not personally but as successor Trustee to Continental Community Bank and Trust Company, u/t/a dated June 15, 1999 and known as Trust Number 10410, whose address is 500 W. Madison, Ste. 3630, Chicago, IL 60661 (referred to below as "Grantor") and Continental Community Bank and Trust Company, whose address is 101 East St. Charles Road, Villa Park, IL 60181 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 23, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded as Document Number 0020067380 on January 16, 2002.

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

LOT 21 IN HELMS WOODS, BEING A SUBDIVISION OF THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 11, 1955 AS DOCUMENT 16147684, AS AMENDED BY A NOTE OF CORRECTION RECORDED JANUARY 11, 1956 AS DOCUMENT 16465755 IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2125 Tweed Road, Inverness, IL 60067. The Real Property tax identification number is 02-08-306-001-0000.

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

The Maximum Lien provision of said Mortgage shall be amended and restated as follows:

Maximum Lien. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sum advanced to protect the security of Mortgage, exceed \$1,440,000.00.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 510000320

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The definition of the Note secured by said Mortgage shall be amended and restated as follows:

Note. The word "Note" means the Change in Terms Agreement ("Agreement") dated February 5, 2003, in the original principal amount of \$720,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Agreement. The interest rate on the Agreement is a variable interest rate based upon an index. The index currently is 4.250% per annum. Payments on the Agreement are to be made in accordance with the following payment schedule: in one payment of all outstanding principal plus all accrued unpaid interest on August 5, 2003. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning March 5, 2003, with all subsequent interest payments to be due on the same day of each month after that. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. Notwithstanding the foregoing, the variable interest rate or rates provided for in this Mortgage shall be subject to the following minimum and maximum rates. NOTICE: Under no circumstances shall the interest rate on this Mortgage be less than 6.250% per annum or more than the maximum rate allowed by applicable law.

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 FEBRUARY 5, 2003.

GRANTOR:

NORTH STAR TRUST COMPANY, SUCCESSOR TRUSTEE TO
CONTINENTAL COMMUNITY BANK AND TRUST COMPANY, U/T/A DATED
JUNE 15, 1999 AND KNOWN AS TRUST NUMBER 10410

By: 

Authorized Signer for North Star Trust Company, successor
Trustee to Continental Community Bank and Trust Company,
u/t/a dated June 15, 1999 and known as Trust Number 10410

LENDER:

X  SVP.
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 510000320

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

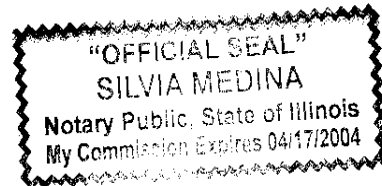
On this 14th day of March, 2003 before me, the undersigned Notary Public, personally appeared JACKLIN ISHA Via - President

, 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 Silvia Medina Residing at 500 W. Madison, #830

Notary Public in and for the State of ILLINOIS

My commission expires _____



County Clerk's Office

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Loan No: 510000320

MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Kane) SS

On this 5th day of February, 2003 before me, the undersigned Notary Public, personally appeared Gary L. Gorbis and known to me to be the Senior 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 Judy Dalman Residing at Aurora, IL
Notary Public in and for the State of _____

My commission expires _____
