



Doc#: 0327911178
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 10/06/2003 09:43 AM Pg: 1 of 5

RECORDATION REQUESTED BY:
Harris Bank Palatine, N.A.
50 N. Brockway Street
Palatine, IL 60067

WHEN RECORDED MAIL TO:
Harris Bank/BLST
Attn: Collateral management
P.O. Box 2880
Chicago, IL 60690-2880

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Christine Lambert, Documentation Specialist
Harris Bank/BLST
311 W. Monroe St., 14th Floor
Chicago, IL 60606

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 26, 2003, is made and executed between Harris Trust and Savings Bank as successor trustee to Harris Bank Palatine, N.A., not personally but as Trustee of Harris Trust and Savings Bank U/T/A dated 9/11/98 known as TR#6979, whose address is 50 N. Brockway, Palatine, IL 60067 (referred to below as "Grantor") and Harris Bank Palatine, N.A., whose address is 50 N. Brockway Street, Palatine, IL 60067 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 29, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded as Document #98892275 on 10/5/98.

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

LOT 2 IN SULLIVAN'S SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3441 N. Ridge Ave., Arlington Heights, IL 60008. The Real Property tax identification number is 03-07-200-034-0000

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated August 26, 2003, in the original principal amount of \$1,500,000.00 to Lender bearing an interest rate of 5.500% fixed per annum together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$1,500,000.00; and (3) the maturity date referenced in the Mortgage is hereby amended to remain continuous and without interruption. All other terms and conditions remain the same.

BOX 333-CTI

1071
F1
7756645

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Loan No: 30117338

MODIFICATION OF MORTGAGE (Continued)

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 the 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 makers, shall not be released by virtue of 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 AUGUST 26, 2003.

GRANTOR:

**SEE EXCULPATORY RIDER ATTACHED
HERETO AND MADE A PART HEREOF**

HARRIS TRUST AND SAVINGS BANK U/T/A DATED 9/11/98 KNOWN AS
TR#6979

HARRIS TRUST AND SAVINGS BANK AS SUCCESSOR TRUSTEE TO
HARRIS BANK PALATINE, N.A., not personally but as Trustee under that
certain trust agreement dated 09-11-1998 and known as Harris Trust
and Savings Bank U/T/A dated 9/11/98 known as TR#6979.

By: Kristin A. Stams Kristin A. Stams, Land Trust Administrator
Authorized Signer for Harris Trust and Savings Bank as
successor trustee to Harris Bank Palatine, N.A.

By: Elizabeth Cordova Elizabeth Cordova
AVP & Land Trust Officer
Authorized Signer for Harris Trust and Savings Bank as
successor trustee to Harris Bank Palatine, N.A.

LENDER:

x [Signature]
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 30117338

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF COOK)

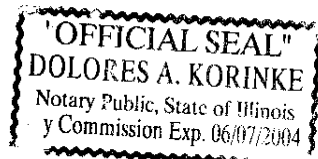
On this 8th day of August 2003 before me, the undersigned Notary Public, personally appeared Kristin Stams, Land Trust Administrator § Elizabeth Cordova AVP & Land Trust Officer

, 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 Dolores A. Korinke Residing at _____

Notary Public in and for the State of _____

My commission expires _____



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 30117338

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LENDER ACKNOWLEDGMENT

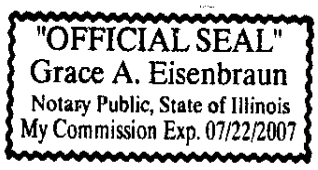
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 20th day of August, 2003 before me, the undersigned Notary Public, personally appeared James D. Brenner and known to me to be the Sr. 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 Grace A. Eisenbraun Residing at _____

Notary Public in and for the State of Illinois

My commission expires 7/22/07



Cook County Clerk's Office

UNOFFICIAL COPY

EXCULPATORY RIDER

This instrument is executed by the Harris Trust and Savings Bank as Trustee under the provisions of a Trust Agreement dated 9-11-98 and known as Trust no. 6979 personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Trust and Savings Bank warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Trust and Savings Bank in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existant Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either (express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.