

# UNOFFICIAL COPY



WHEN RECORDED MAIL TO:  
Royal American Bank  
645 Tollgate Road  
Elgin, IL 60123-9317

Doc#: 0328049174  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 10/07/2003 02:18 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

7013733-3

This Modification of Mortgage prepared by:

Karen Moss, Loan Operations Assistant  
Royal American Bank  
645 Tollgate Road  
Elgin, IL 60123-9317

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 15, 2003, is made and executed between LaSalle Bank <sup>or</sup> NATIONAL ASSOCIATION, not personally, but as ~~Trustee on behalf of LaSalle Bank National Association~~, as Successor Trustee to American National Bank and Trust Company of Chicago as Successor Trustee to First National Bank Association as Trustee U/T/A dated August 14, 1991 and known as Trust No. 22192219, whose address is 2355 S. Arlington Heights Road, Suite 500, Arlington Heights, IL 60005 (referred to below as "Grantor") and Royal American Bank, whose address is 645 Tollgate Road, Elgin, IL 60123-9317 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 30, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on August 17, 1999 in the office of the Recorder of Deeds/Registrar of Titles of Cook County, Illinois, as Document No. 9978228.

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

LOT 5 IN OAKTON INDUSTRIAL PARK, UNIT NO. 1 BEING A SUBDIVISION OF PART OF THAT PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF AND ADJOINING THE NORTHWESTERLY LINE OF COMMONWEALTH EDISON COMPANY RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 931 Oakton Street, Elk Grove Village, IL 60007. The Real Property tax identification number is 08-27-102-047

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

It is hereby agreed by the parties hereto that the principal amount of the loan upon the date of this Modification is One Hundred Ninety-Two Thousand Eight Hundred and 00/100 Dollars (\$192,800.00); and that the interest rate be modified to a fixed rate equal to six and a half percent (6.5%) per annum until paid and the maturity date be extended to July 30, 2008.

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

Loan No: 7013733-3

(Continued)

Page 2

**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 AUGUST 15, 2003.**

**GRANTOR:**

LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK ASSOCIATION ~~AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK ASSOCIATION~~ AS TRUSTEE U/T/A DATED AUGUST 14, 1991 AND KNOWN AS TRUST NO. 22192219 ~~and not personally~~

**NATIONAL ASSOCIATION,**

LASALLE BANK, ~~not personally but as Trustee under that certain trust agreement, dated 08-14-1991 and known as LaSalle Bank National Association,~~ <sup>as</sup> Successor Trustee to American National Bank and Trust Company of Chicago as Successor Trustee to First National Bank Association, ~~as Successor Trustee to First National Bank Association as~~ Trustee U/T/A dated August 14, 1991 and known as Trust No. 22192219.

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

Authorized Signer for LaSalle Bank **NATIONAL ASSOCIATION**

**LENDER:**

X *Matthew Hainick*

Authorized Signer

SEE RIDER ATTACHED FOR SIGNATURE OF TRUSTEE AND NOTARY ACKNOWLEDGMENT

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**RIDER ATTACHED TO AND MADE A PART OF  
MODIFICATION OF MORTGAGE  
DATED AUGUST 15, 2003 FOR TRUST NO. 22192219**

This instrument is executed by LaSalle Bank National Association, not personally but as Trustee under Trust No. **22192219** in the exercise of the power and authority conferred upon and vested in it as such Trustee. All of the terms, provisions, stipulations, covenants and conditions to be performed by LaSalle Bank National Association, are undertaken by it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against LaSalle Bank National Association, by reason of anything contained in said instrument, or in any previously executed, whether or not executed by said LaSalle Bank National Association, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LaSalle Bank National Association, personally or as said Trustee, to sequester the rents, issues, and profits arising from the property in said trust estate, or the proceeds arising from the sale or other disposition thereof, but so far as said Trustee and its successors and said LaSalle Bank National Association personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefor and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

In the event of any conflict between the provisions of the exculpatory Rider and the provisions of the document to which it is attached, the provisions of this Rider shall govern.

LASALLE BANK NATIONAL ASSOCIATION  
as Trustee under Trust No. 22192219  
and not individually.

By: Annette N. Brusca  
Annette N. Brusca, Vice President

STATE OF ILLINOIS)  
                                  )  
COUNTY OF COOK)

I, the undersigned Notary Public in and for said County in the State aforesaid, do hereby certify that Annette N. Brusca, Vice President of LaSalle Bank National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument respectively, appeared before me this day in person and acknowledged that she signed and delivered 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; and said Vice President did also then and there acknowledge that she, as custodian of the Corporate Seal of said Bank, did affix said Corporate Seal to said instrument as her own free and voluntary act and as the free and voluntary act of said bank for the purposes therein set forth.

Given under my name and notarial seal this **18th** day of **August, 2003.**

My Commission Expires:

Joan Wilson  
**NOTARY PUBLIC**  
JOAN WILSON  
NOTARY PUBLIC STATE OF ILLINOIS  
My Commission Expires 02/03/2006

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 7013733-3

Page 4

### LENDER ACKNOWLEDGMENT

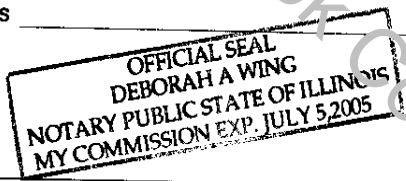
STATE OF Illinois )  
 )  
 COUNTY OF DePue ) SS  
 )

On this 18 day of August 2003 before me, the undersigned Notary Public, personally appeared Christina L. Hornum and known to me to be the Banking Officer 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 Deborah A. Wing Residing at Streamwood, IL 60107

Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_



County Clerk's Office