

# UNOFFICIAL COPY

② HE H23016329C71C  
RECORDATION REQUESTED BY:

Harris Bank Roselle  
110 E. Irving Park Road  
Roselle, IL 60172



Doc#: 0330304137  
Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 10/30/2003 12:19 PM Pg: 1 of 5

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

10/28/03

I certify the above  
is a true and correct  
copy of the original record.

Recorder of Deeds

CHICAGO TITLE INSURANCE COMPANY

## MODIFICATION OF MORTGAGE

*Christine Lambert*

THIS MODIFICATION OF MORTGAGE dated March 15, 2003, is made and executed between LaSalle Bank National Association as successor Trustee to American National Bank and Trust Company of Chicago, not personally but as Trustee of LaSalle Bank National Association U/T/A dated 10/1/90 known as TR #112752-03, whose address is 135 S. LaSalle Street, Chicago, IL 60606 (referred to below as "Grantor") and Harris Bank Roselle, whose address is 110 E. Irving Park Road, Roselle, IL 60172 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 11, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded as Document #0020386299 and AOR as Document #0020386300 on April 4, 2002.

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

LOT 169 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 169), LOT 170 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 170), LOT 171 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 171), LOT 172 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 172), AND LOT 173 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 173) IN CENTEX INDUSTRIAL PARK UNIT 13, BEING A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 2, 1963 AS DOCUMENT 2104889, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2001-2011 Landmeier Road, Elk Grove Village, IL 60007. The Real Property tax identification number is 08-26-304-032, -033, -034, -035 & -036

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

BOX 333-CTI

*Handwritten signature*

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 751263

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated March 15, 2003, in the original principal amount of \$2,346,467.33 to Lender, bearing a fixed interest rate of 6.75% per annum; and a Promissory Note dated March 15, 2003, in the original principal amount of \$660,745.25 to Lender, bearing a fixed interest rate of 6.75% 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 \$3,007,212.58. All other terms and conditions remain the same.

**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 endorser 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 MARCH 15, 2003.**

**GRANTOR:**

LASALLE BANK NATIONAL ASSOCIATION U/T/A DATED 10/1/90  
KNOWN AS TR #112752-03

LASALLE BANK NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO  
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not  
personally but as Trustee under that certain trust agreement dated  
10-01-1990 and known as LaSalle Bank National Association U/T/A dated  
10/1/90 known as TR #112752-03.

By: SEE RIDER ATTACHED FOR SIGNATURE OF TRUSTEE AND NOTARY ACKNOWLEDGMENT  
Authorized Signer for LaSalle Bank National Association as  
successor Trustee to American National Bank and Trust  
Company of Chicago

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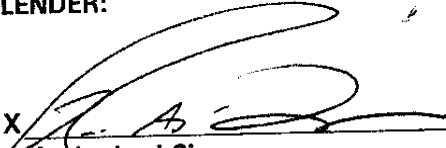
MODIFICATION OF MORTGAGE

(Continued)

Loan No. 751263

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LENDER:

X  s.v.p.  
 Authorized Signer

## TRUST ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

) SS

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared \_\_\_\_\_

, 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 \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

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



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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 751263

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### LENDER ACKNOWLEDGMENT

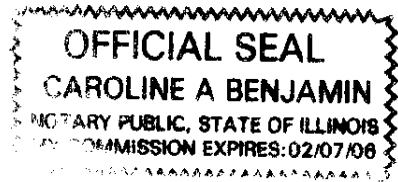
STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 22 day of August, 2003 before me, the undersigned Notary Public, personally appeared RICH A. DAVIS SR. V.P. 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 [Signature] Residing at STREAMWOOD, IL

Notary Public in and for the State of IL

My commission expires 2/17/06



PROPERTY OF COOK County Clerk's Office

# UNOFFICIAL COPY

**RIDER ATTACHED TO AND MADE A PART OF  
MODIFICATION OF MORTGAGE  
DATED MARCH 15, 2003 FOR TRUST NO. 112752-03**

This instrument is executed by LaSalle Bank National Association, not personally but as Trustee under Trust No. **112752-03** 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. **112752-03**  
and not individually.

By:   
Jane B. Zakrzewski, Trust Officer

STATE OF ILLINOIS)  
COUNTY OF COOK)

I, the undersigned Notary Public in and for said County in the State aforesaid, do hereby certify that Jane B. Zakrzewski, Trust Officer, 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 Trust Officer 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 25th day of August, 2003.

My Commission Expires:

