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RECORDATION REQUESTED BY:

State Bank of Countryside
6734 Joliet Road
Countryside, IL 60525

Doc#: 0405135287
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 02/20/2004 01:33 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

State Bank of Countryside
6734 Joliet Road
Countryside, IL 60525

SEND TAX NOTICES TO:

Harris Trust and Savings Bank
atuta dated 2-28-01 aka
Trust# 7255 and not
personally
201 S. Grove Ave.
Barrington, IL 60010

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by:

C.T.I./CY

A00190858

fact

JOAN A. FANDL, LOAN ASSISTANT
State Bank of Countryside
6734 Joliet Road
Countryside, IL 60525

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 10, 2004, is made and executed between Harris Trust and Savings Bank, not personally but as Trustee on behalf of Harris Trust and Savings Bank atuta dated 2-28-01 aka Trust# 7255 and not personally (referred to below as "Grantor") and State Bank of Countryside, whose address is 6734 Joliet Road, Countryside, IL 60525 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 26, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

MORTGAGE RECORDED 12-18-2002 AS DOCUMENT NO. 0021404735 IN THE AMOUNT OF \$250,000.00.

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

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID SECTION 20, AND POINT BEING 1920.88 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE EAST ALONG A LINE WHICH FORMS A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, 183.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EAST ALONG THE LAST DESCRIBED LINE, 290.0 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SECTION 20, 315.44 FEET TO THE CENTER LINE OF FREEMAN ROAD; THENCE WESTERLY ALONG THE CENTER LINE OF FREEMAN ROAD WHICH IS A CURVE CONVEX TO THE SOUTH AND HAVING A RADIUS OF 230.31 FEET; 155.0 FEET TO A POINT OF TANGENCY; THENCE NORTHWESTERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, 142.92 FEET TO A POINT WHICH IS 183.00 FEET EAST OF THE WEST LINE OF SAID SECTION 20; THENCE NORTH ALONG A LINE 183.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 20, 301.13 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE

BOX 333-CP

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 912246099-1

SOUTH 50.0 FEET, AS MEASURED AT RIGHT ANGLES TO AND CONCENTRIC WITH THE SOUTH LINE
HEREOF), IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 850 Freeman Road, Hoffman Estates, IL 60195. The
Real Property tax identification number is 02-20-300-002-0000

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

**INCREASE PRINCIPAL IN THE AMOUNT OF \$35,000.00 TO A TOTAL OF \$285,000.00 AND EXTEND
NOTE FOR 4 MONTHS, MATURING 6-30-04.**

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 10,
2004.**

GRANTOR:

**HARRIS TRUST AND SAVINGS BANK ATUTA DATED 2-28-01 AKA
TRUST# 7255 AND NOT PERSONALLY**

By: Mary M. Bray Mary M. Bray, Trust Officer
Authorized Signer for Harris Trust and Savings Bank atuta
dated 2-28-01 aka Trust# 7255 and not personally

By: Ronald L. Jensen Ronald L. Jensen
Senior Vice President
Authorized Signer for Harris Trust and Savings Bank atuta
dated 2-28-01 aka Trust# 7255 and not personally

LENDER:

x Daniel Harrington
Authorized Signer

SEE ENCL. FOR OTHER ATTACHED
DOCUMENTS AND A FULL RECORD

Cook County Clerk's Office

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EXCULPATORY RIDER

This instrument is executed by the Harris Trust and Savings Bank as Trustee under the provisions of a Trust Agreement dated 2/28/01, and known as Trust no. 7255, not 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 existent 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.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 912246099-1

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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 10TH day of FEBRUARY, 2004 before me, the undersigned Notary Public, personally appeared Mary M. Bray, Trust Officer Ronald L. Jensen Senior Vice President

, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage and acknowledged the Modification 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 Modification and in fact executed the Modification on behalf of the trust.

By Dolores A. Korinke Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires _____

"OFFICIAL SEAL"
 DOLORES A. KORINKE
 Notary Public, State of Illinois
 My Commission Expires _____

"OFFICIAL SEAL"
 DOLORES A. KORINKE
 Notary Public, State of Illinois
 My Commission Exp. 06/07/2004

PROPOSED
 COOK County Clerk's Office

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MODIFICATION OF MORTGAGE
(Continued)

Loan No: 912246099-1

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 11 day of January, 2004 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 Jean A Fandl Residing at Palos Park
Notary Public in and for the State of Illinois
My commission expires 06-05-04

OFFICIAL SEAL
JOAN A FANDL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 5, 2004

PROSECUTOR OF Cook County Clerk's Office