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0405616022

RECORDATION REQUESTED BY:

First United Bank
Frankfort Banking Center
7626 West Lincoln Highway
P.O. Box 632
Frankfort, IL 60423

Doc#: 0405616022

Eugene "Gene" Moore Fee: \$34.50

Cook County Recorder of Deeds

Date: 02/25/2004 09:18 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:

First United Bank
Frankfort Banking Center
7626 West Lincoln Highway
P.O. Box 632
Frankfort, IL 60423

SEND TAX NOTICES TO:

Heritage Standard Bank and
Trust Company as Trustee
under Trust Agreement dated
May 14, 1985 and known as
Trust Number 9635
7800 West 95th Street
Hickory Hills, IL 60457

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

First United Bank
7626 West Lincoln Highway
Frankfort, IL 60423

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 18, 2003, is made and executed between Heritage Standard Bank and Trust Company, not personally but as Trustee on behalf of Heritage Standard Bank and Trust Company as Trustee under Trust Agreement dated May 14, 1985 and known as Trust Number 9635 (referred to below as "Grantor") and First United Bank, whose address is 7626 West Lincoln Highway, P.O. Box 632, Frankfort, IL 60423 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 8, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded on December 20, 1999 as document nos. 09175747 and 09175748.

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

SEE ATTACHED EXHIBIT 'A' FOR LEGAL DESCRIPTION

The Real Property or its address is commonly known as 10800 Route 83, Lemont, IL 60439. The Real Property tax identification number is 22-14-401-019-0000 and 22-14-401-020-0000

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

Reduce interest rate to 6.25%. All other terms and conditions remain the same. .

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

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MODIFICATION OF MORTGAGE

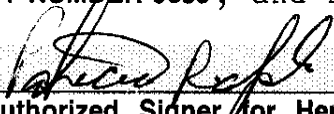
(Continued)

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 DECEMBER 18, 2003.

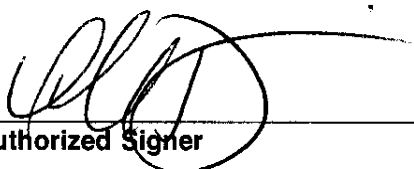
GRANTOR:

HERITAGE STANDARD BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 14, 1985 AND KNOWN AS TRUST NUMBER 9635, and not personally

By:  _____, Patricia Ralphson, T.O.
Authorized Signer for Heritage Standard Bank and Trust Company as Trustee under Trust Agreement dated May 14, 1985 and known as Trust Number 9635

By:  _____, Donna Diviero, A.T.O.
Authorized Signer for Heritage Standard Bank and Trust Company as Trustee under Trust Agreement dated May 14, 1985 and known as Trust Number 9635

LENDER:

X  _____
Authorized Signer

EXCULPATORY CLAUSE ATTACHED HERETO AND MADE A PART HEREOF.

NOTARY ATTACHED

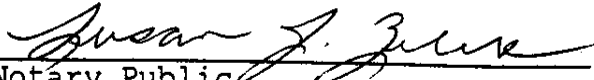
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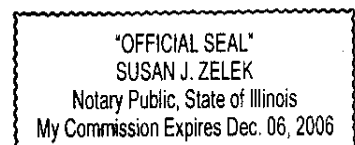
This DOCUMENT is executed by STANDARD BANK & TRUST COMPANY, not personally but as Trustee under Trust No. 9635 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said Document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said Document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely hold legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. Inevent of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said Trustee, the provisions of this rider shall be controlling.

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Patricia Ralphson of STANDARD BANK & TRUST COMPANY and Donna Diviero of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such T.O. and A.T.O. respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said A.T.O. did also then and there acknowledge that he/she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th day of January,
2004.


Notary Public



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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Will)

On this 18th day of December, 2003 before me, the undersigned Notary Public, personally appeared Donald W. Borawski and known to me to be the Jr. 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 Kelly Meyer Residing at Frankfort

Notary Public in and for the State of IL

My commission expires 04-02-07



CLERK'S OFFICE OF COOK COUNTY

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Exhibit 'A'

Parcel 1:

The West ½ of the Northeast 1/4 of the South East 1/4 (except the West 150 feet thereof, and except that part dedicated for public highway by document 12010923, and except that part lying East of that part dedicated for public highway by document 12010923) (and except that part thereof described as follows: commencing at the Northeast corner of the Southeast Quarter of said Fractional Section 14; thence on an assumed bearing of South 88 degrees 08 minutes 40 seconds West along the North line of said Southeast Quarter 883.35 feet to the Westerly Right of Way Line of Illinois Route 83 per dedication aforesaid; thence South 08 degrees 41 minutes 31 seconds East along said Westerly Right of Way Line 409.54 feet to the point beginning; thence continuing South 0-8 degrees 41 minutes 31 seconds East along said Westerly Right of Way Line 116.68 feet; thence Southerly 87.46 feet along said Westerly Right of Way Line and Tangential Curve Concave To The East Having a Radius of 1453.75 feet and a central angle of 03 degrees 26 minutes 49 seconds; thence South 77 degrees 54 minutes 58 seconds West 10.09 feet to a point on a 1459.50 foot radius curve, the center of circle said curve bears North 77 degrees 54 minutes 58 seconds East from said point; thence Northerly along said curve 86.40 feet through a central angle of 03 degrees 23 minutes 31 seconds; thence North 08 degrees 41 minutes 31 seconds West 118.33 feet; thence North 81 degrees 18 minutes 29 seconds East 10.00 feet to the Point of Beginning) in Section 14, Township 37 North, Range 11 East of the Third Principal Meridian.

Parcel 2:

The South 4 acres (except that part lying Easterly of State Highway 83) of the East ½ of the Northeast 1/4 of the South East 1/4 of Section 14, Township 37 North, Range 11 East of the Third Principal Meridian except that part dedicated for public highway by document 12010925, in Cook County, Illinois.

Parcel 3:

Easement for the benefit of Parcels 1 and 2 as created by grant of easement made by and between J. Marich and Sons, Inc., a corporation of Illinois and Heritage Standard Bank and Trust Company as Trustee under Trust Agreement dated May 14, 1985 and known as Trust Number 9635 dated August 11, 1986 and recorded September 22, 1986 as document 86428778 for ingress and egress over and upon the following described land: The West 66 feet of the East 322.17 feet of that part of Lot 2 of Doolin and Kirk's Resubdivision of the East 404.7 feet of the Southwest 1/4 of the Southeast 1/4 and of the Southeast 1/4 of the Southeast 1/4 (except therefrom Lots 1, 2, 3, 4, and 5 of Christian Boe's Subdivision of

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Exhibit 'A' (continued)

certain parts thereof) of Section 14, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois according to the plat of said Doolin and Kirk's Resubdivision recorded August 30, 1989 as document 1149383, in Book 37 of plats, described as follows: Commencing at a point on the center line of Sag-Lemont Road 300.00 feet Westerly of the Southeast corner of said Lot 2, Lot as measured along the South line of said Lot 2, thence Northerly on a line parallel to the East line of said Lot 2 a distance of 851.49 feet to the North line of said Lot 2, being also the North line of the South ½ of the Southeast ¼ of said Section 14, thence Westerly along said North line a distance of 578.94 feet to the East line of the Commonwealth Edison Company Right of Way, thence Southerly along the East line of the said Commonwealth Edison Company Right of Way a distance of 848.63 feet to the center line of Sag-Lemont Road, being also the South line of said Lot 2, thence Easterly along said Center Line a distance of 578.2 feet to the Point of Beginning, (except therefrom that parcel of land condemned by the Department of Public Works and Buildings of the State of Illinois for and on behalf of the people of the State of Illinois in case number 69L13193 in the Circuit Court of Cook County, Illinois) all in Cook County, Illinois.

Cook County Clerk's Office