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RECORDATION REQUESTED BY:

Harris Bank Barrington, N.A.
201 S. Grove Avenue
Barrington, IL 60010



Doc#: 0431411076
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 11/09/2004 10:21 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:

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

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H24042790

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Carmen Palacios, Documentation Specialist
Harris Bank/BLST
311 W. Monroe St., 14th Floor
Chicago, IL 60606-4684

MODIFICATION OF MORTGAGE

JUNE 25, 2002

THIS MODIFICATION OF MORTGAGE dated October 17, 2004, is made and executed between Harris Trust and Savings Bank, as Trustee ^{and her personally} under a Trust Agreement dated ~~February 4, 2003~~ and known as Trust #HTB 1179, whose address is 201 S. Grove Avenue, Barrington, IL 60010 (referred to below as "Grantor") and Harris Bank Barrington, N.A., whose address is 201 S. Grove Avenue, Barrington, IL 60010 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 3, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on August 5, 2002 as Document #0020854096 and Document #0020854097 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

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

LOT 10 IN BLOCK 8 IN F.H. DOLAND'S SUBDIVISION OF 590 FEET LYING EAST OF AND ADJOINING THE WEST 175 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN SOUTH OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILROAD COMPANY (EVANSTON DIVISION), IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 7319-7325 N. Ashland, Chicago, IL 60626. The Real Property tax identification number is 11-29-316-001-0000

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 September 15, 2004 in the original principal amount of \$7,000,000.00; and a Promissory Note dated March 19, 2003 in the original principal amount of \$1,560,000.00 to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Notes. All other terms and conditions remain the same.

Box 334

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 74341

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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 OCTOBER 27, 2004.

GRANTOR:

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

HARRIS TRUST AND SAVINGS BANK, TRUST # HTB 1179

HARRIS TRUST AND SAVINGS BANK, not personally but as Trustee under that certain trust agreement dated 06-25-2002 and known as Harris Trust and Savings Bank, Trust #HTB 1179.

By: *Cheryl C. Hinkens* Cheryl C. Hinkens
Land Trust Officer
Authorized Signer for Harris Trust and Savings Bank

Attest: *Mary M. Bray*
Mary M. Bray, Trust Officer

LENDER:

HARRIS BANK BARRINGTON, N.A.

x *Daniel M. Adams, Jr.*
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 74341

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TRUST ACKNOWLEDGMENT

See Corporate Notary Attached

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 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 _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
 COUNTY OF MCHEERY)

On this 2ND day of NOVEMBER, 2004 before me, the undersigned Notary Public, personally appeared PAUL M ROMANO and known to me to be the VP, 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 Catherine A. Lebar Residing at Barrington IL

Notary Public in and for the State of ILLINOIS

My commission expires 01-04-05



Cook County Clerk's Office

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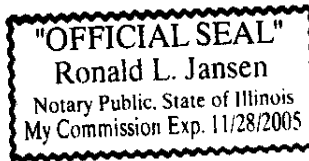
STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned, a notary public in and for said county, in the State aforesaid, do hereby certify that **Cheryl C. Hinkens**, of Harris Trust and Savings Bank, and **Mary M. Bray**, of said Bank, to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer and Trust Officer, 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, as Trustee, for the uses and purposes therein set forth; and the said Land Trust Officer did also then and there acknowledge that said Land Trust Officer, as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as said Land Trust Officer's own free and voluntary act, and as the free and voluntary act of said Bank as Trustee for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 1st day of November, 2004

Notary Public



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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 June 25, 2002 and known as Trust No.HTB1179 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.