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Doc#: 0503841123
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 02/07/2006 11:33 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:
American Chartered Bank
955 National Parkway
Suite 60
Schaumburg, IL 60173

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

American Chartered Bank
1199 E. Higgins Road
Schaumburg, IL 60173

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 21, 2004, is made and executed between Chicago Title Land Trust Company as Trustee under Trust Agreement dated December 15, 1999 and known as Trust No. 1107798 (referred to below as "Grantor") and American Chartered Bank, whose address is 1199 E. Higgins Rd., Schaumburg, IL 60173 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 15, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded December 30, 1999 as Document No. # 09208257 in Cook County, Illinois.

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

PARCEL 1:

LOT 7 IN THE FIRST ADDITION TO PLUM GROVE ESTATES, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING WESTERLY OF A LINE BEGINNING AT A POINT THAT IS 206 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 168.04 FEET TO A POINT THAT IS 164 FEET EAST OF THE WEST LINE OF SAID LOT 7 (MEASURED AT RIGHT ANGLES TO SAID WEST LINE) AND 134 FEET SOUTH OF THE NORTH LINE OF SAID LOT 7 (AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE); THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, FOR A DISTANCE OF 190.93 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 7 THAT IS 26 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 7, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 8 (EXCEPT THE EAST 200 FEET THEREOF) IN FIRST ADDITION TO PLUM GROVE ESTATES, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

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LOT 9 (EXCEPT THE EAST 200 FEET THEREOF) AND LOT 10 IN FIRST ADDITION TO PLUM GROVE ESTATES BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN. EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10 FOR A PLACE OF BEGINNING; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 10, FOR A DISTANCE OF 289.73 FEET TO THE NORTHWEST CORNER OF SAID LOT 10; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 206 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 172.97 FEET TO A POINT THAT IS 213 FEET EAST OF THE WEST LINE OF SAID LOT 10 (AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE) AND 117 FEET NORTH OF THE SOUTH LINE OF SAID LOT 10 (AS MEASURED AT RIGHT ANGLES TO SAID SOUTH LINE); THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 96.04 FEET TO A POINT IN THE EAST LINE OF SAID LOT 10 THAT IS 75 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 10; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 85.01 FEET TO A POINT IN THE WEST LINE OF THE EAST 200 FEET OF SAID LOT 9 THAT IS 54 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 200 FEET OF SAID LOT 9, A DISTANCE OF 54 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID LOTS 9 AND 10, FOR A DISTANCE OF 381.75 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE EAST 200 FEET OF LOT 9 (EXCEPT THE NORTH 189.61 FEET THEREOF AND EXCEPT THAT PART OF SAID LOT 9 LYING WESTERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT IN THE WEST LINE OF THE EAST 200 FEET OF SAID LOT 9 THAT IS 54 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE, FOR A DISTANCE OF 122.38 FEET TO A POINT THAT IS 90 FEET WEST OF THE EAST LINE OF SAID LOT 9 (MEASURED AT RIGHT ANGLES TO SAID EAST LINE) AND 30 FEET NORTH OF THE SOUTH LINE OF SAID LOT 9 (AS MEASURED AT RIGHT ANGLES TO SAID SOUTH LINE); THENCE EAST ALONG A STRAIGHT LINE THAT IS PARALLEL TO THE SOUTH LINE OF SAID LOT 9, FOR A DISTANCE OF 60 FEET TO A POINT THAT IS 20 FEET WEST OF THE EAST LINE OF SAID LOT 9; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE TO A POINT IN THE EAST LINE OF SAID LOT 9 THAT IS 50 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 9, ALL IN FIRST ADDITION TO PLUM GROVE ESTATES, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

ALL OF LOT 1 AND LOT 2 EXCEPT THE WEST 99.4 FEET IN FIRST ADDITION TO PLUM GROVE ESTATES, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 10689237, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE WEST 99.4 FEET OF LOT 2 IN FIRST ADDITION TO PLUM GROVE ESTATES, A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF FOREST AVENUE LYING SOUTH OF A STRAIGHT LINE EXTENDING WEST FROM THE NORTHWEST CORNER OF LOT 2 TO ITS INTERSECTION WITH THE NORTHEAST CORNER OF LOT 3 AND LYING NORTH OF A STRAIGHT LINE EXTENDING FROM THE SOUTHWEST CORNER OF SAID LOT 2 TO THE SOUTHEAST CORNER OF SAID LOT 3 (EXCEPTING THEREFROM THAT PART LYING SOUTHWESTERLY OF A STRAIGHT LINE EXTENDING FROM A POINT ON THE EAST LINE OF SAID LOT 3, 24 FEET NORTH OF THE SOUTHEAST CORNER THEREOF TO A POINT IN THE NORTH LINE OF LOT 7, 26 FEET EAST OF THE NORTHWEST CORNER THEREOF) IN FIRST ADDITION TO PLUM GROVE ESTATES, AFORESAID, IN COOK COUNTY, ILLINOIS.

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PARCEL 8:

THAT PART OF LOT 3 LYING NORTHEASTERLY OF A STRAIGHT LINE DRAWN FROM A POINT IN THE EAST LINE OF SAID LOT 3, THAT IS 24 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 3 TO A POINT IN THE NORTH LINE OF SAID LOT 3 THAT IS 186 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 3 IN FIRST ADDITION TO PLUM GROVE ESTATES, AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 9: THAT PART OF THE NORTH 33.0 FEET (AS MEASURED AT RIGHT ANGLES) OF BRYANT AVENUE, LYING WEST OF THE EASTERLY LINE, EXTENDED SOUTHERLY OF LOT 1 AND LYING NORTHEASTERLY OF A STRAIGHT LINE EXTENDING FROM A POINT ON THE EAST LINE OF LOT 3, 24.0 FEET NORTH OF THE SOUTHEAST CORNER THEREOF TO A POINT IN THE NORTH LINE OF LOT 7, 26.0 FEET EAST OF THE NORTHWEST CORNER THEREOF, IN FIRST ADDITION TO PLUM GROVE ESTATES, AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

ALL THAT PART, EXCEPT THE NORTH 33.0 FEET, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF, OF VACATED BRYANT AVENUE LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 7 AND 8 IN FIRST ADDITION TO PLUM GROVE ESTATES, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF AND ADJOINING A NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 8 AND LYING EASTERLY OF AND ADJOINING A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF LOT 3 IN SAID FIRST ADDITION TO PLUM GROVE ESTATES, 24.0 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, TO A POINT ON THE NORTH LINE OF SAID LOT 7, 26.0 FEET EAST OF THE NORTHWEST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

THE NORTH 100 FEET OF THE EAST 200 FEET OF LOT 8 IN FIRST ADDITION TO PLUM GROVE ESTATES AFORESAID.

PARCEL 12:

THE EAST 200 FEET OF LOT 8 (EXCEPT THE NORTH 100 FEET AND EXCEPT THE SOUTH 100 FEET IN FIRST ADDITION TO PLUM GROVE ESTATES AFORESAID.

PARCEL 13:

THE SOUTH 100 FEET OF THE EAST 200 FEET OF LOT 8 AND THE NORTH 89.61 FEET OF THE EAST 200 FEET OF LOT 9 IN FIRST ADDITION TO PLUM GROVE ESTATES AFORESAID.

PARCEL 14:

THE SOUTH 100 FEET OF THE NORTH 189.61 FEET OF THE EAST 200 FEET OF LOT 9 IN FIRST ADDITION

The Real Property or its address is commonly known as 1935-1951 Rohlwing Road, Rolling Meadows, IL 60008. The Real Property tax identification number is 02-26-200-006-0000 and 02-26-200-007-0000 and 02-26-200-009-0000 and 02-26-200-010-0000 and 02-26-204-012-0000

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

- 1). The principal amount of the Mortgage is herein increased to a new principal amount of \$ 4,035,778.00. At no time shall the principal amount of indebtedness secured by this mortgage exceed \$4,035,778.00.
- 2). This mortgage is modified to reflect that this mortgage shall now secure the indebtedness referenced by the the promissory note dated December 21, 2004, in the original principal amount of \$4,035,778.00 from Borrower to Lender, commonly known as Note # 332962302, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. .

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

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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 DECEMBER 21, 2004.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 15, 1999 AND KNOWN AS TRUST NO. 1107798

By:  Elizabeth Cordova
SVP & Land Trust Officer
Authorized Signer for Chicago Title Land Trust Company as Trustee under Trust Agreement dated December 15, 1999 and known as Trust No. 1107798

LENDER:

AMERICAN CHARTERED BANK

X 
Authorized Signer

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements made by or on behalf of the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against the undersigned land trustee, on account of this instrument or on account of any warranty, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, and all such personal liability, if any, being expressly waived and released.

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TRUST ACKNOWLEDGMENT

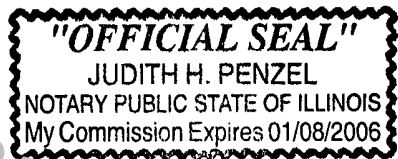
STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 23RD day of December, 2004 before me, the undersigned Notary Public, personally appeared Elizabeth Coeppa

, 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 Judith H Penzel Residing at Cook County
 Notary Public in and for the State of Illinois

My commission expires 1/8/06



Cook County Clerk's Office

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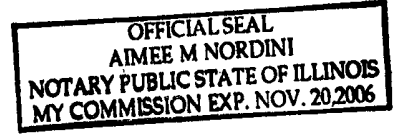
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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Will)



On this 20th day of December, 2004 before me, the undersigned Notary Public, personally appeared A. Louis Petritz and known to me to be the 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 Aimee M. Nordini Residing at Plainfield

Notary Public in and for the State of Illinois

My commission expires 2006

County of Cook Clerk's Office