



Prepared By:  
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MARTIN & KARCAZES, LTD.  
161 N. Clark St. - Suite 550  
Chicago, Illinois 60601

Doc#: 0506020103  
Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 03/01/2005 12:19 PM Pg: 1 of 5

MAIL TO:  
PLAZA BANK  
7460 W. Irving Park Road  
Norridge, IL 60706

**FIRST NATIONS BANK** MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made as of the 22nd day of December, 2004, by and between FNBW BANK F/K/A FIRST NATIONAL BANK OF WHEATON, as Trustee under its Trust Agreement dated December 7, 2000 and known as Trust No.1341 (hereinafter referred to as "Mortgagor") and PLAZA BANK, an Illinois banking corporation, with an office at 7460 W. Irving Park Road, Norridge, Illinois 60706 (hereinafter called "Lender").

REI TITLE SERVICES # 31151119 WITNESSETH:



BOX 169

This Agreement is based upon the following recitals:

A. On December 22, 2000, for full value received, GANNON GRAPHICS, INC. an Illinois corporation, (hereinafter called "Borrower"), executed and delivered to Lender a Promissory Note in the principal amount of TWO HUNDRED THOUSAND AND NO/100THS DOLLARS (\$368,000.00) (hereinafter called the "Note") in accordance with the terms of a Revolving Credit Loan Agreement of even date between Borrower and Lender (hereinafter called the "Loan").

B. Mortgagor secured the obligations under the Note by granting to Lender a certain Mortgage (hereinafter called the "Mortgage"), dated December 22, 2000, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage was recorded on December 29, 2000 as Document No. 0001018331, with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

LOT 8 IN BLOCK 6 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT NUMBER 136, BEING A RESUBDIVISION IN THE NORTH 2 OF SECTION 38, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN:07-33-103-028  
Common Address: 1025-35 W Morse, Schaumburg, Illinois

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C. Borrower and Lender have modified the Note and the Loan from time to time and the Note, as modified, matured on December 22, 2004.

D. The outstanding principal balance of the Note as of December 22, 2004 is \$105,000.00.

E. Borrower and Lender wish to renew the Note and increase the line of credit under the Loan from \$150,000.00 to \$250,000.00.

F. Mortgagor represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Lender, and such subsequent lienholder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Mortgage, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A"), and that the lien of the Mortgage, as herein modified, is a valid, first and subsisting lien of said Mortgage Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree that the Note and Loan, secured by the Mortgage, are hereby modified as follows:

1. The Note shall be renewed and the line of credit increased to \$250,000.00, as evidenced by a certain Promissory Note dated December 22, 2004 and in the original principal amount of \$250,000.00 executed and delivered by Borrower in accordance with a Revolving Credit Loan Agreement dated December 22, 2004 executed by Borrower and Lender (the "Renewal Note").
2. The Renewal Note shall be secured by the Mortgage.
3. Borrower shall pay Lender a Renewal Fee of \$750.00 and reimburse the Lender for its attorneys' fees of \$550.00 and any recording fees or title charges in connection with this renewal.
4. All other terms and conditions of the Note and Loan shall remain in full force and effect.

In consideration of the modification of the Loan as hereinabove set forth, Mortgagor does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Renewal Note, secured by the Mortgage, as herein modified, and to perform the covenants contained in the aforementioned documents, and Mortgagor represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid, first and subsisting lien on the Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Renewal Note and other loan documents as modified hereby, or the lien created thereby or any other documents executed by Borrower in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Lender under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Renewal Note and other instruments and documents

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executed in connection with the subject loan, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

The undersigned hereby authorizes Plaza Bank to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

~~PLAZA BANK~~ **FIRST NATIONS BANK** f/k/a

This modification agreement is executed by ~~PLAZA~~ **FNBW Bank f/k/a First National Bank of Wheaton** as Trustee under its Trust Agreement dated December 7, 2000 and known as Trust No. 1341 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument and the note secured hereby); and no personal liability shall exist or be asserted or enforceable against the said Trustee generally or in any capacity other than as Trustee as aforesaid, because or in respect of the mortgage or the note referenced herein, and its liability as such Trustee shall be limited to and enforceable only out of the property described herein, by enforcement of the lien of the mortgage, and no duty shall rest upon said Trustee to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

PLAZA BANK, Lender:  
Bonnie M. Allen

By: Bonnie M. Allen  
Its Vice President

~~PLAZA BANK~~ **FIRST NATIONS BANK** f/k/a  
~~FNBW BANK~~ **FIRST NATIONAL BANK OF WHEATON**, as Trustee under its Trust Agreement dated December 7, 2000 and known as Trust No. 1341

Attest: [Signature]  
~~Secretary~~ **Trust Trust officer**

By: \_\_\_\_\_  
Vice President

The Trustee in executing this document **SPECIFICALLY EXCLUDES** all references to any environmental condition of the premises whether under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise, the beneficiary of this Trust has management and control of the premises and as such, has the authority on its/their own behalf as environmental representative but not as agent for or on behalf of the Trustee

The terms and conditions in this instrument to the contrary not withstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and, made a part hereof.

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, DOROTHY E. SKALSKA, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Bonnie M. Allen, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be a Vice President and authorized agent of Plaza Bank and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed, and as the free and voluntary act and deed of Plaza Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of January, 2005.



Dorothy E. Skalska  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that \_\_\_\_\_, of FNBW BANK f/k/a FIRST NATIONAL BANK OF WHEATON, and known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary 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 Trust Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public

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Rider attached to and made a part of the Mortgage

This MORTGAGE is executed by the First Nations Bank F/K/A FNBW Bank F/K/A First National Bank of Wheaton not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said First Nations Bank F/K/A FNBW Bank F/K/A First National Bank of Wheaton, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating liability on the said Mortgagor or on said First Nations Bank F/K/A FNBW Bank F/K/A First National Bank of Wheaton personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successor and said First Nations Bank F/K/A FNBW Bank F/K/A First National Bank of Wheaton personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

First Nations Bank F/K/A FNBW Bank F/K/A First National Bank of Wheaton, not personally but as Trustee under Trust No. 1341

First Nations Bank F/K/A FNBW BANK F/K/A First National Bank of Wheaton

As Trustee Under Trust Agreement

Dated 12/7/00 and Known

As Trust Number 1341

By: [Signature] A.T.O.

Dated: 2/10/05

State Of Illinois )  
County Of Cook ) SS.

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Jeri Spreeman, A.T.O. personal y known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

Given under my hand and Notarial Seal this 10 day of Feb. 2005.  
[Signature]  
Notary Public

