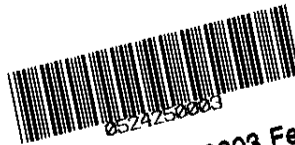


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386539  
MOORE  
all



Doc#: 0524250003 Fee: \$32.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 08/30/2005 08:07 AM Pg: 1 of 5

## WHEN RECORDED MAIL TO:

Harris N.A./BLST  
Attn: Collateral Management  
P.O. Box 2880  
Chicago, IL 60690-2880

FOR RECORDER'S USE ONLY

## This Modification of Mortgage prepared by:

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

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 26, 2005, is made and executed between Harris N.A., as Trustee under a Trust Agreement dated February 4, 2003 and known as Harris N.A. Trust Number 1276, whose address is 201 S. Grove Avenue, Barrington, IL 60010 (referred to below as "Grantor") and Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-1095 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 15, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on November 11, 2003 as Document # 0331646067 and Document # 0331646068 in the Cook County Recorder's Office, as may be subsequently modified from time to time. 5

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

LOT 32 IN VALENTI'S EDGEBROOK GARDENS, BEING A SUBDIVISION OF PART OF VICTORIA POTHIER'S RESERVATION AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6000 West Touhy Avenue, Chicago, IL 60648. The Real Property tax identification number is 10-29-306-035-0000

**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 July 26, 2005 in the original principal amount of \$200,000.00 to Lender bearing a variable interest rate based upon an index together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note and a Promissory Note dated September 15, 2004 in the original principal amount of \$7,000,000.00 to Lender bearing a fixed interest

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 292742

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rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$7,200,000.00; and (3) to amend the name of Lender to read as follows: Harris N.A., as Successor by Merger with Harris Bank Barrington, N.A., its successors and/or assigns". All other terms and conditions remain the same.

**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 JULY 26, 2005.**

GRANTOR:

HARRIS N.A., TRUST <sup>HTB</sup> #1276

SEE EXHIBIT RIDER ATTACHED  
HEREIN AND MADE A PART HEREOF

HARRIS N.A., not personally but as Trustee under that certain trust agreement dated 02-04-2003 and known as Harris N.A., Trust #1276.

By: Mary M. Gray Mary M. Gray, Trust Officer  
Authorized Signer for Harris N.A.

ATTEST: Ronald L. Janssen  
Senior Vice President

LENDER:

HARRIS N.A.

x Paul M. Thompson, Jr.  
Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 292742

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### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF COOK )

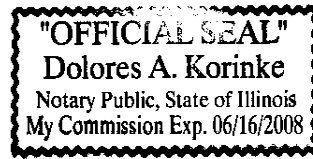
On this 25th day of July, 2005 before me, the undersigned Notary Public, personally appeared Mary M. Bray, Trust Officer Ronald L. Jansen  
Senior Vice President

, 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 \_\_\_\_\_



Deputy Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 292742

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### LENDER ACKNOWLEDGMENT

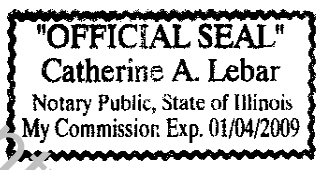
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF MCHEENRY )

On this 28th day of July, 2005 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 Capital Bank Bldg

Notary Public in and for the State of ILLINOIS

My commission expires 01-04-09



Notary Public, State of Illinois  
 My Commission Exp. 01/04/2009  
 County Clerk's Office

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## EXCULPATORY RIDER

This instrument is executed by the Harris, N.A., as Trustee under the provisions of a Trust Agreement dated 2/4/03, and known as Trust no. **HTB 1276**, 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, N.A. 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, N.A. 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, N.A. 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.