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0532618017

Doc#: 0532618017 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/22/2005 10:43 AM Pg: 1 of 5

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C.T.I./CY

79-37-138

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:
Joyce Spicer, Documentation Specialist
Harris N.A./BLST
311 W. Monroe St., 14th Floor
Chicago, IL 60606-4682

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 17, 2005, is made and executed between The Board of Trustees of the Harvey Public Library District Cook County, Illinois, whose address is 15441 Turlington Avenue, Harvey, IL 60426 (referred to below as "Grantor") and Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 21, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on June 29, 2001 as Document #0010576697 in the Cook County Recorder's Office, as subsequently modified from time to time.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 15441 Turlington Avenue, Harvey, IL 60426. The Real Property tax identification number is 29-17-123-013-0000 (affects part of parcel 6), 29-17-123-014-0000 (affects part of parcel 3), 29-17-123-029-0000 (affects part of parcel 1), 29-17-123-030-0000 (affects part of parcel 2), 29-17-123-031-0000 (affects part of parcel 7), 29-17-123-032-0000 (affects part of parcel 4), 29-17-123-033-0000 (affects part of parcel 5).

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 October 17, 2005 in the original principal amount of \$400,000.00 to Lender bearing a fixed interest 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

BOX 333-CTI

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 5011461

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mortgage, exceed the amount of \$400,000.00; and (3) to amend the name of Lender to read as follows: Harris N.A., as Successor by Merger with Harris Bank Argo, its successors and/or assigns.

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 17, 2005.

GRANTOR:

THE BOARD OF TRUSTEES OF THE HARVEY PUBLIC LIBRARY DISTRICT
COOK COUNTY, ILLINOIS

By: Marion Beck
Marion Beck, President of The Board of Trustees of the Harvey
Public Library District Cook County, Illinois

By: Christopher C. Barton III
Christopher C. Barton III, Secretary of The Board of Trustees of
the Harvey Public Library District Cook County, Illinois

LENDER:

HARRIS N.A.

x Rebecca K. Klu
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

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CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 3rd day of November, 2005 before me, the undersigned Notary Public, personally appeared **Marion Beck, President; Christopher C. Barton III, Secretary of The Board of Trustees of the Harvey Public Library District Cook County, Illinois**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Ada M. Jennings Residing at Lansing, Ill.

Notary Public in and for the State of Illinois

My commission expires 11/15/06



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

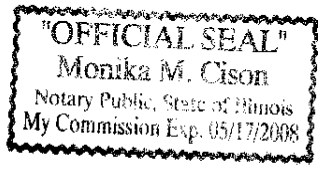
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 04th day of November, 2005 before me, the undersigned Notary Public, personally appeared REBECCA KWICKI and known to me to be the _____, 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 Monika M. Cison Residing at Orland Park, IL

Notary Public in and for the State of Illinois

My commission expires 05/17/2008



Cook County Clerk's Office

UNOFFICIAL COPY**STREET ADDRESS:** 15441 TURLING AVENUE**CITY:** HARVEY**COUNTY:** COOK**TAX NUMBER:****LEGAL DESCRIPTION:****PARCEL 1:**

LOT 3 IN THE SUBDIVISION OF THE WEST 1/2 OF LOT 26 AND OF LOTS 27, 28 AND 29 IN BLOCK 82 IN HARVEY, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY NORTH OF AND ADJOINING SAID WEST 1/2 OF LOT 26 AND LOTS 27, 28 AND 29, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 OF THE SUBDIVISION BY MELVINA MYNARD AND OTHERS OF THE WEST 1/2 OF LOT 26 AND ALL OF LOTS 27, 28 AND 29 ALL IN BLOCK 82 IN HARVEY, A SUBDIVISION OF PART OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 30 IN BLOCK 82 IN HARVEY, A SUBDIVISION OF PART OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PART OF THE NORTH 1/2 OF THE VACATED EAST-WEST ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 30 LYING WEST OF THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE WEST 5 FEET OF LOT 23, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 25 AND THE EAST 1/2 OF LOT 26 IN BLOCK 82 IN HARVEY, A SUBDIVISION OF PART WEST OF ILLINOIS CENTRAL RAILROAD IN SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 1/2 OF THE VACATED ALLEY NORTH OF AND ADJOINING SAID LOT 25 AND THE EAST 1/2 OF LOT 26, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 24 AND THE WEST 5 FEET OF LOT 23 IN BLOCK 82 IN HARVEY, A SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE ILLINOIS CENTRAL RAILROAD, TOGETHER WITH BLOCKS 53, 54, 55, 62, 63, 64, 65, 66 AND 68 TO 84, INCLUSIVE, AND THAT PART OF BLOCK 67 LYING SOUTH OF GRAND TRUNK RAILROAD ALL IN SOUTH LAWN, A SUBDIVISION OF SECTION 17, AND THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY NORTH OF AND ADJOINING LOT 24 AND THE WEST 5 FEET OF LOT 23, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOT 31 IN BLOCK 82 IN HARVEY, A SUBDIVISION OF PART OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THE SOUTH 100 FEET OF THE WEST 1/2 OF LOT 26 AND ALSO THE SOUTH 100 FEET OF LOTS 27, 28 AND 29 IN BLOCK 82 IN HARVEY, A SUBDIVISION IN SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.