



Doc#: 0534053144 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/06/2005 12:15 PM Pg: 1 of 5

Prepared By:
ALLEN C. WESOLOWSKI
MARTIN & KARCAZES, LTD.
161 N. Clark - #550
Chicago, Illinois 60601

* CHICAGO TITLE LAND TRUST COMPANY is successor
Land Trustee to LaSalle Bank National Association and
all references within this
document to LaSalle Bank National Association shall
be deemed to mean CHICAGO TITLE LAND
TRUST COMPANY as Successor Trustee

Mail to:
METROPOLITAN BANK AND
TRUST COMPANY
2201 W. Cermak Road
Chicago, IL 60608

119038 YMAT

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made as of this 20th day of November, 2004, by and between JAMES L. ELSESSER (hereinafter called "Borrower") * LASALLE BANK NATIONAL ASSOCIATION as Trustee under its Trust Agreement dated January 22, 2001 and known as Trust No. 127156 (hereinafter called "Mortgagor") and METROPOLITAN BANK AND TRUST COMPANY, an Illinois banking corporation, with an office at 2201 W. Cermak Road, Chicago, IL 60608 (hereinafter called "Lender").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On May 20, 2002, for full value received, Borrower executed and delivered to Lender a Promissory Note in the principal amount of FIVE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$500,000.00) (hereinafter called "Note").

B. The Mortgagor secured the obligations under the Note by granting to Lender a certain Mortgage (hereinafter called the "Mortgage") dated November 20, 2002, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage was recorded as Document No. 0020649932 with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

THE SOUTH 358.0 FEET OF THE SOUTH 1/2 OF THE EAST QUARTER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 20 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PIN: 27-20-403-011-0000
Common Address: 16650 104TH Avenue, Orland Park, IL 60462

C. The Note was renewed on May 20, 2004 as evidenced by a promissory note of even date in the amount of \$502,500.00.

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D. The principal balance of the Note as of November 20, 2004 is \$502,500.00.

E. Borrower and Mortgagor represent to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises, and that the lien of the Mortgage, as herein modified, is a valid first and subsisting lien upon the Mortgaged Premises.

F. Borrower and Lender have agreed to an additional advance of \$100,000.00 and to extend the Note for an additional twelve months.

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

1. Lender shall advance an additional sum of \$100,000.00 to Borrower and renew the Note for an additional 12 months, as evidenced by a promissory note dated November 20, 2004 and in the principal amount of \$602,500.00 (the "Renewal Note").
2. The Mortgage will secure the Renewal Note.
3. All other terms and conditions of the Mortgage shall remain in full force and effect.
4. Borrower shall pay to Lender a Fee of \$6,000.00 and reimburse the Lender its attorney's fees of \$550.00, and its recording fees incurred in connection with this modification.

In consideration of the modification of the terms of the Note, as hereinabove set forth, Borrower 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 Borrower and Mortgagor represent 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 identified hereby, or the lien created thereby or any other documents executed by Borrower or Mortgagor 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 Note and other instruments and documents executed in connection with the subject loans, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

The undersigned hereby authorizes Lender to place a legend on any such instrument

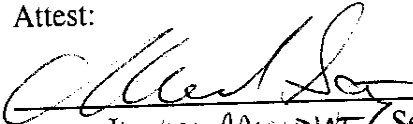
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giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

This modification agreement is executed by Trustee 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.

Attest:


Its VICE PRESIDENT / Secretary

METROPOLITAN BANK AND TRUST COMPANY

By:

Its

President


JAMES L. ELSESSER

* LASALLE BANK NATIONAL ASSOCIATION as Trustee under its Trust Agreement dated January 22, 2001 and known as Trust No. 127156

Attest:

Attestation not required pursuant to corporate by-laws.

Its

Secretary

By:

Its Trust Officer President

and not personally

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that on this day personally appeared before me, Paul Caughan and Michael Schutz, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the _____ President and Vice Secretary of METROPOLITAN BANK AND TRUST COMPANY and acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed, and as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 1st day of November, 2005.

Sandra L. Diaz Aguirre

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

"OFFICIAL SEAL"
SANDRA L. DIAZ - AGUIRRE
Notary Public, State of Illinois
Commission Expires 12/10/06

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that JAMES L. ELSESSER, known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, with the authority to so act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of November, 2005.

Sandra L. Diaz Aguirre

Notary Public

"OFFICIAL SEAL"
SANDRA L. DIAZ - AGUIRRE
Notary Public, State of Illinois
Commission Expires 12/10/06

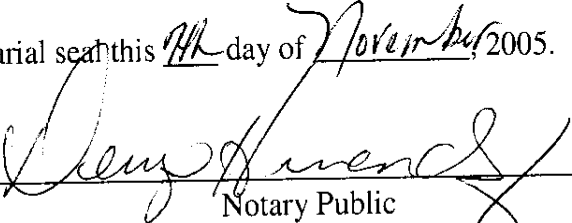
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that **Lourdes Martinez Trust Officer** of LASALLE BANK NATIONAL ASSOCIATION, and known to me to be the same persons whose names are subscribed to the foregoing instrument as such **Trust Officer** ~~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 as Trustee under its Trust Agreement dated January 22, 2001 and known as Trust Number 127156, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of November, 2005.



Notary Public

