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RECORDATION REQUESTED BY:
MIDWEST BANK AND TRUST
COMPANY
Union Banking Center
17622 Depot Street
Union, IL 60180



Doc#: 0534155101 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/07/2005 10:35 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:
MIDWEST BANK AND TRUST
COMPANY
Union Banking Center
17622 Depot Street
Union, IL 60180

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Rosario/Freeman
MIDWEST BANK AND TRUST COMPANY
17622 Depot Street
Union, IL 60180

MODIFICATION OF MORTGAGE

HARRIS, N.A. F/K/A

THIS MODIFICATION OF MORTGAGE dated November 21, 2005, is made and executed between Harris Trust and Savings Bank, f/k/a Harris Bank Palatine, NA, not personally but as Trustee under that certain trust agreement dated February 23, 2000 and known as Harris Trust and Savings Bank, f/k/a Harris Bank Palatine, NA, Trust #7152, whose address is 201 S. Grove Ave., Barrington, IL 60010 (referred to below as "Grantor") and MIDWEST BANK AND TRUST COMPANY, whose address is 17622 Depot Street, Union, IL 60180 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 13, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded February 10, 2005 as Document Nos. 0504149039 & 0504149041 at the Cook County Recorder of Deed's Office.

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

THE NORTH 74 FEET OF LOT 1 IN BLOCK "K" IN WOOD'S SUBDIVISION OF PALATINE, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14 AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 26 North Brockway Street, Palatine, IL 60067. The Real Property tax identification number is 02-15-429-005.

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

The "Note" as defined in the Mortgage, has been replaced with a Promissory Note dated November 21, 2005 in the principal amount of \$700,000.00 payable to Midwest Bank and Trust Company.

FOX TITLE COMPANY
423 S. SECOND ST.
ST. CHARLES, IL 60174

63724

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MODIFICATION OF MORTGAGE

(Continued)

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The "Maximum Lien" section of the Mortgage is hereby amended by replacing the amount "\$550,000.00 with the amount of "\$700,000.00.

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 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 NOVEMBER 21, 2005.

GRANTOR:

SEE FRONT PAGE FOR ATTACHED
LENDER'S COPY OF THIS INSTRUMENT

HARRIS TRUST AND SAVINGS BANK, F/K/A HARRIS BANK PALATINE, NA, not personally but as Trustee under that certain trust agreement dated 02-23-2000 and known as Harris Trust and Savings Bank, f/k/a Harris Bank Palatine, NA, Trust #7152.

By: [Signature]
Authorized Signer for Harris Trust and Savings Bank, f/k/a Harris Bank Palatine, NA

Devi C. Jackson
Trust Officer

By: [Signature] Roy Gibson
Authorized Signer for Harris Trust and Savings Bank, f/k/a Harris Bank Palatine, NA

LENDER:

MIDWEST BANK AND TRUST COMPANY

x [Signature]
Authorized Signer

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MODIFICATION OF MORTGAGE

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

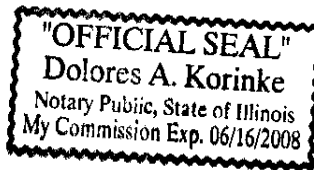
On this 22nd day of November, 2005 before me, the undersigned Notary Public, personally appeared Cheryl C. Hinkens and Roy Gibson, SVP
Land Trust Officer

, 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 _____

My commission expires _____



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF McHenry)

On this ~~20~~ 21st day of November, 2005 before me, the undersigned Notary Public, personally appeared Mark Freeman 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 Michelle M. Martin Residing at Poplar Grove
 Notary Public in and for the State of Illinois

My commission expires _____



NOTARY OF COOK COUNTY Clerk's Office

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EXCULPATORY RIDER

This instrument is executed by Harris, N.A., as Trustee under the provisions of a Trust Agreement dated February 23, 2000 and known as Trust No.7152 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 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.