

# UNOFFICIAL COPY



Doc#: 0634001261 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/06/2006 10:17 AM Pg: 1 of 5

Space Above This Line For Recording Data

This instrument was prepared by Julie Wysocki, AMCORE Bank, N.A., P.O. Box 1957, Rockford, Illinois 61110-0457

When recorded return to Julie Wysocki, AMCORE Bank N.A. Coml Loan Ops, P.O. Box 1957, Rockford, Illinois 61110-0457

## MODIFICATION OF MORTGAGE

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is November 3, 2006. The parties and their addresses are:

### MORTGAGOR:

#### AUTHORIZED SIGNER

Of the **ALBANY BANK & TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 10, 2003 AND KNOWN AS TRUST NUMBER 11-5893**

Dated February 10, 2003, A Trust  
as to parcel 1 and to parcel 3

#### AUTHORIZED SIGNER

Of the **ALBANY BANK & TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 10, 2003 AND KNOWN AS TRUST NUMBER 11-5894**

Dated February 10, 2003, A Trust  
as to parcel 2

### LENDER:

#### AMCORE BANK, N.A.

Organized and existing under the laws of the United States of America  
1011 East Touhy Avenue  
Des Plaines, Illinois 60018

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated June 9, 2004 and recorded on June 17, 2004 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at Doc# 0416933128 and covered the following described Property:

**BOX 333-CP**

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**PARCEL 1:**

LOTS 17 TO 27, (EXCEPT THE SOUTH 75 FEET OF LOT 17) IN BLOCK 6 IN WM. L. WALLEN'S RESUBDIVISION OF THE VACATED WM. L. WALLEN'S FABER ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1917 IN BOOK 148 OF PLATS, PAGE 37 AS DOCUMENT NO. 6058897, (EXCEPTING THEREFROM THAT PART LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 6), IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOTS 32 THROUGH 36, BOTH INCLUSIVE, IN BLOCK 6 IN WM. L. WALLEN'S RESUBDIVISION OF THE VACATED WM. L. WALLEN'S FABER ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1917 IN BOOK 148 OF PLATS, PAGE 37 AS DOCUMENT NO. 6058897, (EXCEPTING THEREFROM THAT PART LYING WEST OF A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 6), IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

THE SOUTH 75 FEET OF LOT 17 IN BLOCK 6 IN WM. L. WALLEN'S RESUBDIVISION OF THE VACATED WM. L. WALLEN'S FABER ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1917 IN BOOK 148 OF PLATS, PAGE 37 AS DOCUMENT NO. 6058897, (EXCEPTING THEREFROM THAT PART LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 6), IN COOK COUNTY, ILLINOIS.

PARCEL ID #S 14-06-105-001-0000, 14-06-105-002-0000, 14-06-105-003-0000, 14-06-105-004-0000, 14-06-105-006-0000, 14-06-105-007-0000, 14-06-105-008-0000, 14-06-105-009-0000, 14-06-105-010-0000, 14-06-105-011-0000, 14-06-105-012-0000, 14-06-105-013-0000 AND 14-06-105-014-0000

The property is located in Cook County at 6229 and 6245 North Western Avenue, Chicago, Illinois 60659.

**2. MODIFICATION.** For Value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**A. Maximum Obligation Limit.** The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$1,420,000.00. This limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

**B. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 50734005073401, dated June 27, 2005, from Wheels of Chicago, Inc. (Borrower) to Lender, with a maximum credit limit of \$1,420,000.00. One or more of the debts secured by this Security Instrument contains a future advance provision.

(b) All Debts. All present and future debts from Wheels of Chicago, Inc. to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will

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secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**3. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**4. ADDITIONAL TERMS.** Increase maximum obligation to \$1,420,000.00.

**SIGNATURES.** By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

**MORTGAGOR:**

Albany Bank & Trust Company as Trustee under Trust Agreement dated February 10, 2003 and known as Trust Number 11-5893

By [Signature] (Seal)  
Authorized Signer

Albany Bank & Trust Company as Trustee under Trust Agreement dated February 10, 2003 and known as Trust Number 11-5894

By [Signature] (Seal)  
Authorized Signer

This statement is executed by ALBANY BANK & TRUST COMPANY, N.A., not personally but solely as Trustee, as aforesaid. All the covenants, including but not limited to all environmental representations and conditions to be performed hereunder by ALBANY BANK & TRUST COMPANY, N.A. are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against ALBANY BANK & TRUST COMPANY, N.A. by reason of any of the covenants, statements, representations or warranties contained in this instrument.

**LENDER:**

AMCORE Bank, N.A.

By [Signature] (Seal)

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## ACKNOWLEDGMENT.

(Business or Entity)

State OF Illinois, County OF Cook ss.  
This instrument was acknowledged before me this 9th day of November, 2006  
by Authorized Signer - of Albany Bank & Trust Company as Trustee under Trust Agreement dated February 10,  
2003 and known as Trust Number 11-5893 a Trust on behalf of the Trust.

My commission expires:



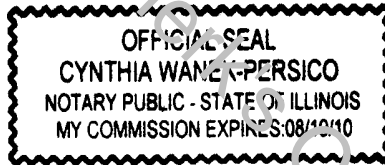
John C. Schellinger  
(Notary Public)

(Business or Entity)

State OF Illinois, County OF Cook ss.  
This instrument was acknowledged before me this 9th day of November, 2006  
by Authorized Signer - of Albany Bank & Trust Company as Trustee under Trust Agreement dated February 10,  
2003 and known as Trust Number 11-5894 a Trust on behalf of the Trust.

My commission expires:

Cynthia Waxed-Persico  
(Notary Public)



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(Lender Acknowledgment)

STATE OF ILLINOIS, COUNTY OF COOK ss.

This instrument was acknowledged before me this 9th day of NOVEMBER, 2006 by EDYTA WOSTOLEWICZ -- RELATIONSHIP MANAGER of AMCORE Bank, N.A., a corporation, on behalf of the corporation.

My commission expires: 6/7/09

*Jill A. Mollenkamp*  
(Notary Public)

**OFFICIAL SEAL  
JILL A. MOLLENKAMP  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 6-7-09**

Property of Cook County Clerk's Office