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RECORDATION REQUESTED BY:
CORNERSTONE NATIONAL
BANK & TRUST COMPANY
ONE WEST NORTHWEST
HIGHWAY
PALATINE, IL 60067



Doc#: 0705308050 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/22/2007 08:26 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:
CORNERSTONE NATIONAL
BANK & TRUST COMPANY
ONE WEST NORTHWEST
HIGHWAY
PALATINE, IL 60067

H25113155

This Modification of Mortgage prepared by:
John J. Callahan, Senior Vice President
CORNERSTONE NATIONAL BANK & TRUST COMPANY
ONE WEST NORTHWEST HIGHWAY
PALATINE, IL 60067

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 27, 2006, is made and executed between Harris Bank, N.A., not personally but as Trustee on behalf of Harris Bank, N.A. Trust Number 7144, whose address is 201 South Grove, Barrington, IL 60010 (referred to below as "Grantor") and CORNERSTONE NATIONAL BANK & TRUST COMPANY, whose address is ONE WEST NORTHWEST HIGHWAY, PALATINE, IL 60067 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 8, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded July 12, 2008 as document number 0619308039.

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

LOTS 72, 73 AND 74 IN C.A. GOELZ'S ARLINGTON HEIGHTS GARDENS, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

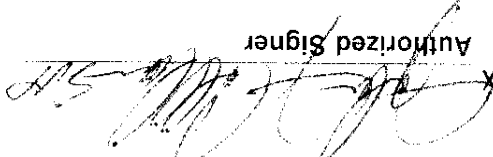
The Real Property or its address is commonly known as 955 East Rand Road, Arlington Heights, IL 60004. The Real Property tax identification number is 03-20-209-006, 03-20-209-007 & 03-20-209-008.

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

Promissory Note should be amended to include Note #42004 in an amount of \$950,000.00 and Note #42005 in the amount of \$400,000.00 or any extensions, renewals consolidations, refinancings and substitutions of the previously described notes. In addition, any Promissory Note or Credit Agreement from Borrower(s) to Lender, in which the aforementioned property is granted as collateral, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Promissory Note or Agreement.

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Authorized Signer


CORNERSTONE NATIONAL BANK & TRUST COMPANY

LENDER:

By: 
Authorized Signer for Harris Bank, N.A.
Number 7144

HARRIS BANK, N.A., not personally but as Trustee under that certain trust agreement dated 03-16-2000 and known as Harris Bank, N.A. Trust

HARRIS BANK, N.A. TRUST NUMBER 7144

SEE ORIGINAL DOCUMENT FOR SIGNATURE

GRANTOR:

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 27, 2006.

actions.

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 endorses 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.

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 42005

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 2nd day of February, 2007 before me, the undersigned Notary Public, personally appeared Cheryl C. Hitchens, Lead Trust Officer and Eric J. M. Wilson, 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 Kevin M. White Residing at _____

Notary Public in and for the State of Illinois

My commission expires 08/18/09

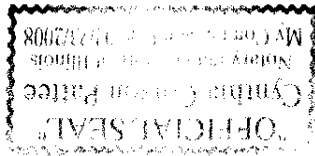


County Clerk's Office

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My commission expires 8-23-08

Notary Public in and for the State of Illinois

By Cynthia Gibson Pattee
Residing at Palatine

Lender.

that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Public, personally appeared John J. Wallerstein and known to me to be the Service authorized agent for the Lender that executed the within and foregoing instrument and

On this 07th day of December, 2007 before me, the undersigned Notary

and known to me to be the Service

2007

COUNTY OF Will

)
) SS
)

STATE OF Illinois

LENDER ACKNOWLEDGMENT

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EXCULPATORY RIDER

This instrument is executed by Harris, N.A., as Trustee under the provisions of a Trust Agreement dated March 16, 2000 and known as Trust No.7144 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.