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Doc#: 0712734090 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 05/07/2007 01:58 PM Pg: 1 of 12

THIS DOCUMENT PREPARED BY:

Crowley & Lamb, P.C.  
350 North LaSalle Street, Suite 900  
Chicago, Illinois 60610

AFTER RECORDING RETURN TO:

Washington Federal Bank for Savings  
2859 South Archer Avenue  
Chicago, IL 60608-5404  
Attn: Marsha Bradley

This space reserved for Recorder's use only

**MODIFICATION, CROSS- COLLATERALIZATION  
AND CROSS-DEFAULT OF LOAN DOCUMENTS**

**THIS MODIFICATION, CROSS COLLATERALIZATION AND CROSS-DEFAULT OF LOAN DOCUMENTS** (this "Agreement") is made effective as of the 30th day of March, 2007 by and among **WASHINGTON FEDERAL BANK FOR SAVINGS**, with an address at 2869 South Archer Avenue, Chicago, Illinois, 60608 ("Washington" or "Lender"), **DAVID KROLL**, with an address at 19430 Tramore, Mokena, Illinois, 60448 ("David Kroll"), **NANCY KROLL**, with an address at 17540 Westbridge, Tinley Park, Illinois 60477 ("Nancy Kroll"), and **FIRST MIDWEST BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 1, 2002 AND KNOWN AS TRUST NUMBER 7110** (the "Trust"). The Trust, Nancy Kroll and David Kroll together, jointly, severally and collectively called the "Borrower" or "Borrowers".

WHEREAS, Lender has heretofore extended credit to Borrower and currently is the owner and holder of four separate notes described as follows:

- (1) The "Kostner Note": That certain promissory note dated December 12, 2002 in the original principal amount of \$109,000.000 made by Borrower in favor of Lender;
- (2) The "Lincoln Note": That certain promissory note dated August 28, 2003 in the original principal amount of \$90,000, made by Borrower in favor of Lender, as amended and modified by the parties on or about April 15, 2007, to increase the loan to a new principal balance of \$223,100 as of April 15, 2005;
- (3) The "Wildwood Note": That certain promissory note dated April 15, 2005 in the original principal amount of \$350,000.00 made by Borrower and Trustee in favor of Lender; and
- (4) The "Dresden Note": that certain promissory note dated April 15, 2005 in the original principal amount of \$100,000.00 made by the Borrower and Trustee in favor of Lender; and,
- (5) The "Oak Forest Note": that certain promissory note dated August 18, 2004 in the original principal amount of \$135,000.000 made by David Kroll in favor of Lender.

WHEREAS, each of the Investment Notes is secured by the following described mortgages (collectively the "Investment Mortgages"):

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(1) The "Kostner Mortgage": That certain mortgage dated on or about December 12, 2002 and recorded with the Recorder of Deeds of Cook County, Illinois on January 14, 2003 as document number 0030059963 against the property commonly known as 14436 South Kostner, Midlothian, Illinois, 60445 and described as Property I on Exhibit "A" attached hereto (the "Midlothian Property");

(2) The "Lincoln Mortgage": That certain mortgage dated on or about August 28, 2003 and recorded with the Recorder of Deeds of Cook County, Illinois on August 28, 2003 as document number 0325847119 against the property commonly known as 16955 Lincoln, Hazel Crest, Illinois, 60429 and described as Property II on Exhibit "A" attached hereto (the "Hazel Crest Property"), as amended by that certain Modification Agreement recorded May 10, 2005 as Document No. 0513053033;

(3) The "Wildwood Mortgage": That certain mortgage recorded with the Recorder of Deeds of Cook County, Illinois on March 11, 2002 as document number 0020272780 against the property commonly known as 316 Wildwood Drive, Park Forest, IL 60466 and described as Property III on Exhibit "A" attached hereto (the "Park Forest Property");

(4) The Morris Mortgage": That certain mortgage dated on or about April 15, 2005 and recorded with the Recorder of Deeds of Grundy County, Illinois on April 20, 2005 as document number 447157 against the property commonly known as 1040 Dresden Drive, Morris, Illinois, 60450 and described as Property IV on Exhibit "A" attached hereto (the "Morris Property").

(5) The "Oak Forest Mortgage": That certain mortgage dated on or about August 18, 2004 and recorded with the Recorder of Deeds of Cook County, Illinois on September 2, 2004 as document number 0424635026 against the property commonly known as 5025 West 157<sup>th</sup> Street, Oak Forest, Illinois and described as Property V on Exhibit "A" attached hereto (the "Oak Forest Property")

The Midlothian Property, the Hazel Crest Property, the Park Forest Property, the Oak Forest Property and the Morris Property hereinafter collectively referred to as the "Investment Property".

WHEREAS, the Lender has also extended credit to David Kroll in the sum of \$211,200.00, which loan is evidenced by that certain Promissory Note dated October 27, 2006 (the "Mokena Note") in the original principal amount of \$211,200.00. The Mokena Note is secured by the that certain mortgage dated on or about October 27, 2006 and recorded with the Recorder of Deeds of Will County on November 9, 2006 as document number 2006188192 (the "Mokena Mortgage") against the property commonly known as 19430 Tramore, Mokena, Illinois, 60448 (the "Mokena Property").

WHEREAS, the Investment Notes and the Mokena Note are hereinafter collectively referred to as the "Notes". The Investment Mortgages and the Mokena Mortgage are hereinafter collectively referred to as the "Mortgages". The Investment Property and Mokena Property are hereinafter collectively referred to as the "Properties".

WHEREAS, all of the forgoing Notes and Mortgages and all other documents and instruments related thereto but not above described are hereinafter collectively referred to as the "Loan Documents".

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WHEREAS, the Borrower acknowledges that it is in payment default and other defaults under each of the Investment Notes and under each of the Investment Mortgages (the "Existing Defaults") but has requested that the Lender forbear from initiating legal action against Borrowers and the Properties, subject to Borrower's strict and timely performance of all obligations and duties of Borrowers as set forth in that certain Forbearance Agreement, dated of even date herewith between Borrower and Lender (the "Forbearance Agreement"). Lender has agreed to forbear from initiating any action against Borrower due to the Existing Defaults and to advance additional monies to Borrower (as described in the Forbearance Agreement), subject to Borrowers agreement to grant to Lender cross collateralization and cross default rights against each Borrower and the Properties described in Exhibit "A" attached hereto, and subject to Borrowers strict and timely compliance with all other terms, obligations and conditions to be performed by Borrower under the Forbearance Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender and Borrowers to modify the Loan Documents, as provided herein and in the Forbearance Agreement, and (iii) for other good and valuable consideration including, without limitation entry into the Forbearance Agreement, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Additional Advance and Amendment to the Kostner Note and the Dresden Note.**  
Lender agrees to advance to Borrowers an additional amount of \$10,000.00 (the "Additional Advance"). The Additional Advance shall be evidenced by two amended notes between Borrower and Lender, which notes shall amend and replace the Dresden Note and the Kostner Note. Effective as of the date of this Agreement, the Kostner Note and the Dresden Note shall be amended and replaced by two separate Amended and Restated Promissory Notes (the "Amended Investment Notes"). It is agreed by the Borrowers that Additional Advance shall be used by the Lender to repay any advances by Lender to pay real estate taxes and insurance for the Properties and to pay interest due Lender in connection with any of the Notes, in such manner as Lender deems reasonable and appropriate. Upon execution of the Amended investment Notes, the principal balance due Lender in connection with the Kostner Note (as amended) shall be \$103,364.68 and the principal balance due Lender in connection with the Dresden Note (as amended) shall be \$103,451.18.
2. **Amendment to Kostner Mortgage and the Dresden Mortgage:** Effective as of the date of this Agreement, the principal balances secured by the Dresden Mortgage and the Kostner Mortgage, shall be amended to secure the amounts due Lender in connection with the Amended Investment Notes. Accordingly, effective as of the date of the Agreement, the principal amount secured by the Kostner Mortgage shall be \$103,364.68 and the principal balance due Lender in connection with the Dresden Note (as amended) shall be \$103,451.18.
3. **Amendment of all Loan Documents.**
  - A. **Cross-Collateralization.** Borrowers agree that the Properties described in Exhibit A attached hereto shall collateralize and secure each of the Notes (including the Amended investment

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Notes, which are collectively referred to as the "Notes"), in consideration for Lender's agreement to enter into the Forbearance Agreement with the Borrower. Each Borrower agrees that a default by Borrower under the terms of the Forbearance Agreement or any of the Loan Documents shall be deemed an event of default under the terms of each of the Notes and Mortgages and shall afford the Lender the right to pursue an action against each Borrower and any of the Properties described in Exhibit "A" as, as Lender deems reasonable and necessary.

B. Cross-Defaults. Borrowers agree that a default by Borrower under the terms of the Forbearance Agreement or any of the Loan Documents shall be deemed an event of default under the terms of each of the Notes and Mortgages and shall afford the Lender the right to pursue an action against each Borrower and any of the Properties described in Exhibit "A" as, as Lender deems reasonable and necessary.

3. Reaffirmation of Personal Liability. Borrowers ratify and affirms their personal liability under the Loan Documents as the come to be amended hereby.

4. Continuing Validity. Except as expressly modified above, the terms of the original Mortgages 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 Agreement does not waive Lender's rights to require strict performance of the Mortgages as amended above nor obligate Lender to make any future modifications. Nothing in this Agreement shall constitute a satisfaction of the Notes or other credit agreement secured by the Mortgages. It is the intention of Lender to retain as liable all parties to the Mortgages and all parties, makers and endorsers to the Notes (as amended), 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 Agreement. If any person who signed the original Mortgages does not sign this Agreement, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

5. Loan Maturity Date. The Maturity Date of each of the Investment Notes (as provided in the Forbearance Agreement) have been amended to June 1, 2007.

6. Borrower Representations and Stipulations. Borrower acknowledges, represents and warrants as follows:

- (a) The Notes (as amended) and all other Loan Documents constitute valid and legally binding obligations of Borrower and are enforceable to their full extent against Borrower and the collateral granted therein in accordance with the terms thereof without defense, affirmative defense or counterclaim of any kind.
- (b) Borrower does hereby waive and release any and all claims and defenses, whether legal or equitable, or by way of offset, recoupment or counterclaim that the Borrower hereto has, or may have against Lender, relating in any way to Notes, the Loan Agreement, the Mortgage, or any other documents securing or relating to the Loan, by reason of any matter, cause or thing whatsoever occurring, including breach of good faith and fair dealing by Lender.

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- (c) The party or parties who execute this Agreement on behalf of the Borrower have the authority to do so and that the same is the legally binding act of the Borrower and each of them.
- (d) There exists no defenses, whether at law or equity to the repayment of the Notes, or any of Borrower's obligations under any of the other Loan Documents.

7. **Borrowers' Releases.** Borrower and each of them, in consideration of the execution of this Agreement, and the performance of all terms contained herein to be performed by Lender, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, do hereby remise, release and forever discharge, and by these presents, do for their successors, assigns, heirs, administrators, executors, personal representatives, agents, grantees, and successors in interest, remise, release and forever discharge Lender and its respective successors, assigns, heirs, administrators, officers, personal representatives, attorneys, agents and successors in interest, from all actions, suits, causes of action, damages, expenses, liabilities, claims, accounts and demands, whatsoever, whether or not well-founded in fact or in law which they have, have had, or at any time may have, could have, or might have but for the execution of this Agreement, asserted against Lender, for or by reason of or in respect of any matter, cause or thing whatsoever, whether known or unknown, developed or undeveloped, past, present or future or whether permanent, continuing or otherwise, arising out of or connected with the Forbearance Agreement, the Notes, the Mortgages or this Agreement.

8. **Waiver.** Nothing in this Agreement shall be construed as a waiver of or acquiescence to any Existing Defaults or any future Events of Default (as defined in the Loan Documents) or any Forbearance Default (as defined in the Forbearance Agreement) which shall continue in existence subject only to Lender's agreement, as set forth herein, not to enforce its remedies for a limited period of time. Except as expressly provided herein or in the Forbearance Agreement, the execution and delivery of this Agreement shall not: (a) constitute an extension, modification, or waiver of any other aspect of the Note or the Loan Documents; (b) extend the terms of the Notes or the Loan Documents or the due date of any of the Notes; (c) give rise to any obligation on the part of Lender to extend, modify or waive any term or condition of the Loan Documents; or (d) give rise to any defenses or counterclaims to Lender's right to compel payment of the Loan or to otherwise enforce its rights and remedies under the Amended Note, and any other Loan Documents. Except as expressly limited herein, Lender hereby expressly reserves all of its rights and remedies under the Note, as amended and the Loan Documents and under applicable law with respect to such defaults.

9. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket recording costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

## 10. **Miscellaneous.**

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- (b) This Agreement shall not be construed more strictly against Lender than against Borrower merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower and Lender each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this

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Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Borrower and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(d) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors, assigns, and personal representatives, except to the extent of any contrary provision in this Agreement. Each party intends that this Agreement, in all respects, shall be deemed and construed to have been prepared mutually by all parties, and it is expressly agreed that any uncertainty and ambiguity existing herein shall not be construed more strictly against one party or the other against the other party. If any part or any provision of this Agreement shall be determined to be invalid under any applicable law or the regulation, the remaining part of this Agreement, that can be separated from the invalid, unenforceable provisions, shall be in full force and effect.

(e) Borrower shall mean all of the undersigned and as used herein, Borrower shall be deemed, whenever appropriate in the context, to include the singular and plural. If this Agreement is executed by more than one party as Borrower, the liability of such parties shall be joint and several.

(f) Each party to this Agreement agrees to perform any further acts and execute any documents that may be reasonably necessary to effect the purposes of this Agreement.

(g) Time is of the essence of Borrower's obligations under this Agreement.

13. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors, assigns, and personal representatives, except to the extent of any contrary provision in this Agreement. Each party intends that this Agreement, in all respects, shall be deemed and construed to have been prepared mutually by all parties, and it is expressly agreed that any uncertainty and ambiguity existing herein shall not be construed more strictly against one party or the other against the other party. If any part or any provision of this Agreement shall be determined to be invalid under any applicable law or the regulation, the remaining part of this Agreement, that can be separated from the invalid, unenforceable provisions, shall be in full force and effect.

14. **No Novation.** This Agreement shall not be deemed or construed to be a satisfaction, reinstatement, novation, or release of the Notes or of any of the other Loan Documents, or, except as expressly provided herein, nor shall it be deemed a waiver by Lender of any of the rights of Lender under the Notes or any of the other Loan Documents, or at law or in equity, and shall not be construed as a repayment or novation of the notes amended and replaced by the Amended Investment Notes.

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_, \_\_\_\_\_ president of Washington Federal Bank  
for Savings, known to me to be the same person whose name is subscribed to the foregoing instrument as  
such \_\_\_\_\_ President, appeared before me this day in person and acknowledged that he signed and  
delivered the said instrument as his own free and voluntary acts, and as the free and voluntary act of  
Washington Federal Bank for Savings, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

\*\*\*\*\*

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

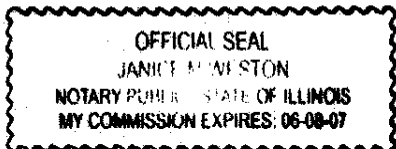
I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO  
HEREBY CERTIFY that David Kroll and Nancy Kroll appeared before me this day in person and  
acknowledged that they signed and delivered the said instrument as their own free and voluntary acts  
individually and that [name] \_\_\_\_\_, [title] \_\_\_\_\_ of the First Midwest  
Bank, known to me to be the same person whose names are subscribed to the foregoing instrument as such  
[title] \_\_\_\_\_, appeared before me this day in person and acknowledged that he or she signed  
said instrument as his or her own free and voluntary acts, and as the free and voluntary act of FIRST  
MIDWEST BANK, not in its own capacity but solely as Trustee, for the uses and purposes therein set  
forth.

GIVEN under my hand and notarial seal this 3<sup>rd</sup> day of May, 2007.

[Signature]  
Notary Public

My Commission Expires:

6-8-07



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15. **Counterparts.** This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered (whether by facsimile transmission or otherwise) shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement dated as of the day and year first above written.

**LENDER:**

**BORROWER:**

**LENDER:**

**WASHINGTON FEDERAL BANK  
FOR SAVINGS**, as Lender

**FIRST MIDWEST BANK**, as Trustee under  
Trust Agreement dated February 1, 2002 and  
known as Trust Number 7110

~~as Trustee and not indistinctly~~

By: Masha Brodsky  
Its: VP Lending  
Title: \_\_\_\_\_

By: David J. Kroll  
Its: Trust Officer  
Title: \_\_\_\_\_



David J. Kroll  
**DAVID KROLL**, jointly and severally,  
as Borrower

Nancy Kroll  
**NANCY KROLL**, jointly and severally,  
as Borrower

**SEE TRUSTEE'S RIDER ATTACHED HERETO  
AND MADE A PARTY HEREOF**

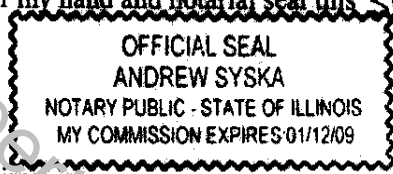


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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Andy Syska, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that] DONNA J. WROBEL, ~~Trust Officer~~ of the First Midwest Bank, known to me to be the same person whose names are subscribed to the foregoing instrument as such [title] ~~Trust Officer~~, appeared before me this day in person and acknowledged that he or she signed said instrument as his or her own free and voluntary acts, and as the free and voluntary act of FIRST MIDWEST BANK, not in its own capacity but solely as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of May, 2007.



Andrew Syska  
Notary Public

My Commission Expires:  
1/12/09

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## Exhibit A

### Cross-Collateralizing Properties

#### Property I:

INCLUSIVE 13 TO 20 BOTH INCLUSIVE AND 29 TO 32 BOTH INCLUSIVE IN FIRST ADDITION TO MIDLOTHIAN GARDENS IN THE NW 1/4 OF SECTION 10 TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

Parcel ID Number: **28-10-115-017-0000**, which currently has the address of **14436 SOUTH KOSTNER, MIDLOTHIAN, ILLINOIS, 60445** ("Property Address").

#### Property II:

LOTS 32,33, 34, AND 35 IN BLOCK 6 IN SOUTH HARVEY, A SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID Number: **25-30-218-012-0000, 25-30-218-013-0000, 25-30-014-0000, 25-30-218-015-0000**, which currently has the address of **16955 Lincoln, Hazel Crest, Illinois, 60429**, ("Property Address").

#### Property III:

LOTS 2, 3, AND 5, IN SCHOOLHOUSE ROW, A RESUBDIVISION OF OUT LOT "B" IN VILLAGE OF PARK FOREST FIRST ADDITION TO WESTWOOD, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 26, LYING SOUTH OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY (PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS), AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, LYING SOUTH OF THE ELGIN, JOLIET AND EASTERN RAILROAD RIGHT OF WAY; ALSO PART OF SECTION 25, SOUTH OF ELGIN, JOLIET AND EASTERN RAILROAD RIGHT OF WAY, ALL IN TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS PER PLAT OF SUBDIVISION RECORDED JUNE 4, 1997 AS DOCUMENT NUMBER 97397684.

Parcel ID Numbers: **31-25-103-057-0000, 31-25-103-058-0000, 31-25-103-060-0000**, which currently has the address of **312,314,316 Westwood Drive, Park Forest, Illinois 60466**, ("Property Address").

#### Property IV:

PARCEL F: PORTIONS OF LOT 20 AND LOT 16 IN WESTPARK SUBDIVISION, AS PER PLAT RECORDED JULY 23, 1980 IN PLAT CABINET F AT PAGE F-67 AS DOCUMENT #265517, IN GRUNDY COUNTY, ILLINOIS, LEGALLY DESCRIBED AS FOLLOWS: THE WEST HALF OF LOT 20 AND A PORTION OF LOT 16, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 16 FOR A DISTANCE OF 292.66 FEET TO THE POINT OF BEGINNING; THENCE WEST ALONG SAID SOUTH LINE OF LOT 16 FOR A DISTANCE OF 41.55 FEET TO A POINT; THENCE NORTH FROM SAID POINT ALONG A LINE WHICH IS PARALLEL TO THE EAST LINE OF SAID LOT 16 FOR A DISTANCE OF 41.55 FEET TO A POINT; THENCE SOUTH FROM SAID POINT ALONG A LINE WHICH IS PARALLEL TO THE EAST LINE OF SAID LOT 16 FOR A DISTANCE OF 5.00 FEET TO A POINT, WHICH IS THE POINT OF BEGINNING, IN GRUNDY COUNTY, ILLINOIS.

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**RIDER ATTACHED AND MADE A PART OF  
MODIFICATION, CROSS-COLLATERALIZATION AND CROSS-DEFAULT  
OF LOAN DOCUMENTS  
DATED MARCH 30, 2007**

This instrument is executed by FIRST MIDWEST BANK, not personally but solely as Trustee under trust No.7110 in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by FIRST MIDWEST BANK, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST MIDWEST BANK, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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Parcel ID Number: **05-04-107-017**, which currently has the address of **1040 Dresden Drive, Morris, Illinois, 60450**, ("Property Address").

**Property V:**

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 LYING NORTHERLY OF THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, ALL IN SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID Number: **28-16-409-021-0000**, which currently has the address of **5025 West 157<sup>th</sup> Street, Oak Forest, Illinois 60452**

**Property VI:**

**PARCEL 1:** THE NORTHEASTERLY 31.0 FEET OF THE SOUTHWESTERLY 76.83 FEET OF LOT 144 IN THE FINAL PLAT OF TARA HILLS SUBDIVISION PHASE 3, BEING A SUBDIVISION OF A PART OF THE EAST ½ OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN.

ACCORDING TO THE PLAT THEREOF RECORDED MARCH 25, 1999 AS DOCUMENT NUMBER R99-38918, AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 12, 1999 AS DOCUMENT NUMBER R99-139636, IN WILL COUNTY, ILLINOIS.

**PARCEL 2:** NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, USE AND ENJOYMENT OVER THE COMMON AREA AS DEFINED AND DESCRIBED IN THE DECLARATION RECORDED MARCH 29, 2000 AS DOCUMENT NUMBER r2000-31818, AS AMENDED FROM TIME TO TIME.

Parcel ID Number: **19-09-201-120-0000**, which currently has the address of **19430 Tramore, Mokena, Illinois 60448**