

# UNOFFICIAL COPY



Doc#: 0712849019 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/08/2007 12:20 PM Pg: 1 of 4

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[SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY  
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## LOAN MODIFICATION AGREEMENT

DATE: February 5, 2007  
LOAN: 932949-50

WHEREAS, BANK OF PALATINE, One N. Northwest Highway, Palatine, IL, 60067 LOANED THE CHICAGO TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 14, 1996 AND KNOWN AS TRUST #1101920 (REFERED TO BELOW AS "GRANTOR") AND BANK OF PALATINE, WHOSE ADDRESS IS ONE EAST NORTHWEST HIGHWAY, PALATINE, IL 60067 ( REFERED TO BELOW AS "LENDER") THE SUM OF \* \* FOUR HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY FIVE AND 13/100 (\$427,575.13) as evidenced by a Note and Mortgage executed and delivered on JANUARY 7, 2002 which Mortgage is duly recorded in the public records in the Jurisdiction where the mortgaged property is located which Note and Mortgage are hereby incorporated herein as a part of this instrument. Document recorded as No. 0020018214 in Cook County, Illinois.

WHEREAS, the undersigned, owner of said premises has found it necessary and does hereby request a modification of the terms of said loan for the following reasons:

- THE MATURITY DATE SHALL BE DECEMBER 20, 2011.
- THE INTEREST RATE HAS BEEN CHANGED FROM 6.75% TO 7.25%
- THE MONTHLY PRINCIPAL AND INTEREST WILL ALSO CHANGE
- FROM \$3,263.71 TO \$3,379.45 BEGINNING JANUARY 20, 2007.

ALL OTHER TERMS AND CONDITIONS WILL REMAIN THE SAME.

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**LEGAL DESCRIPTION:**

LOTS 10 AND 11 IN IMPERIAL INDUSTRIAL PARK, A RESUBDIVISION OF LOTS 14, 16, 17, AND 18 IN ARTHUR T MC INTOSH AND CO'S PALATINE FARMS SECTIONS 15 AND 16, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known as: 247-263 N WOODWORK LANE, Palatine, IL 60067.

PIN: 02-15-301-024 & 02-15-301-025

AND WHEREAS, the parties desire to restate the modified terms of said loan so that there shall be no misunderstanding of the matter.

Therefore, it is hereby agreed that as of the date of this Agreement the unpaid principal balance of said indebtedness is:

- \*FOUR HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY FIVE AND 13/100's (\$427,575.13) all of which the undersigned promises to pay with interest at 7.25% per annum until paid and that THREE THOUSAND THREE HUNDRED SEVENTY-NINE AND 45/100 (\$3,379.45) shall be payable per month beginning on the 20<sup>TH</sup> day of January, 2007 to be applied first to interest and the balance applied to principal and that in all other respects said Mortgage contract shall remain in full force and effect.

(See attached rider for the Exculpatory Provision of Chicago Title Land Trust Company) Signed, sealed and delivered the 5th day of February, 2007.

\*Chicago Title Land Trust Company successor trustee to

The Chicago Trust Company as Trustee  
 Under Trust Agreement Dated February 14, 1996  
 And Known as Trust No. 1101920 and not personally  
 BY: *[Signature]* Trust Officer  
 Authorized Signer for The Chicago Trust  
 Company as Trustee Under Trust Agreement  
 Dated February 14, 1996 and Known as  
 Trust No. 1101920

**TRUST ACKNOWLEDGEMENT**

STATE OF ILLINOIS )  
COUNTY OF COOK )

On this 21st day of March, 2007, before me the undersigned Notary Public personally appeared Harriet Denisewicz, Trust Officer of Chicago Title Land Trust Company officer

And known to me to be (an) authorized trustee(s) of agent(s) of the Chicago Title Land Trust Company and trust that executed the and acknowledged the above to be free and

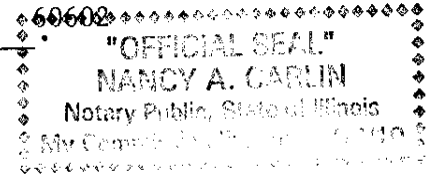
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of said Chicago Title Land Trust Company  
voluntary act ~~and deed of the trust~~, by authority set forth in the  
trust documents or, by authority of statute, for the uses and  
purposes therein mentioned and on oath stated that ~~he or she/they~~  
is/~~are~~ authorized to execute this and in fact executed the above on  
behalf of ~~the trust~~ Chicago Title Land Trust Company

BY Nancy A. Carlin corporation located at  
~~Residing at~~ 181 West Madison Street 17th Floor  
Chicago

Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_.



This instrument prepared by: Beth Loidl, One E. Northwest Highway,  
Palatine, IL 60067

Property of Cook County Clerk's Office

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## **EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 14, 1996 AND KNOWN AS TRUST NO 1101920 ATTACHED TO AND MADE A PART OF LOAN MODIFICATION AGREEMENT IN FAVOR OF BANK OF PALATINE**

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.