

# UNOFFICIAL COPY



Doc#: 0722746146 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/15/2007 04:13 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

American Chartered Bank  
955 National Parkway  
Suite 60  
Schaumburg, IL 60173

#30

FOR RECORDER'S USE ONLY

4m

**This Modification of Mortgage prepared by:**

American Chartered Bank  
1199 East Higgins Road  
Schaumburg, IL 60173

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 8, 2007, is made and executed between Chicago Title Land Trust Company, not personally but as Trustee on behalf of Chicago Title Land Trust Company as Successor Trustee to LaSalle Bank National Association, as Trustee under Trust Agreement dated October 1, 1990 and known as Trust Number 112752-03 (referred to below as "Grantor") and American Chartered Bank, whose address is 1199 East Higgins Road, Schaumburg, IL 60173 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 1, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on August 27, 2004 as Document #0424049045 in the Cook County Recorder's Office, as subsequently modified from time to time.

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

- LOT 169 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT THE RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 169)
  - LOT 170 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT THE RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 170)
  - LOT 171 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT THE RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 171)
  - LOT 172 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT THE RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 172)
  - LOT 173 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT THE RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 173)
- IN CENTEX INDUSTRIAL PARK UNIT 13 BEING A SUBDIVISION IN SECTION 26 TOWNSHIP 41 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AUGUST 2, 1963, AS DOCUMENT NO. 2104889

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## MODIFICATION OF MORTGAGE

Loan No: 29042401

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The Real Property or its address is commonly known as 2001- 11 Landmeier Road, Elk Grove Village, IL 60007. The Real Property tax identification number is 08-26-304-032-0000, 08-26-304-033-0000 and 08-26-304-034-0000 and 08-26-304-035-0000 and 08-26-304-036-0000.

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

**This Modification of Mortgage reflects the following:**

- (1) This Modification of Mortgage reflects that the maturity date in the loan documents secured by this mortgage is being extended to **January 8, 2008**.
- (2) The loan documents secured by this Mortgage have been further modified under a certain Tenth Loan Modification Agreement effective as of even date.

All other terms and conditions remain the same.

**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 endorsers 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 AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED**

**GRANTOR:**

**CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1990 AND KNOWN AS TRUST NUMBER 112752-03** and not personally

**CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 10-01-1990 and known as Chicago Title Land Trust Company as Successor Trustee to LaSalle Bank National Association, as Trustee under Trust Agreement dated October 1, 1990 and known as Trust Number 112752-03.**

By:  Trust Officer  
Authorized Signer for Chicago Title Land Trust Company

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 or 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 the undersigned land trustee, 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.

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MODIFICATION OF MORTGAGE

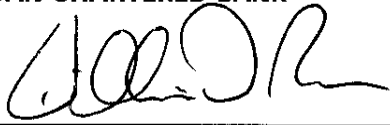
Loan No: 29042401

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LENDER:

AMERICAN CHARTERED BANK

X   
Authorized Signer

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

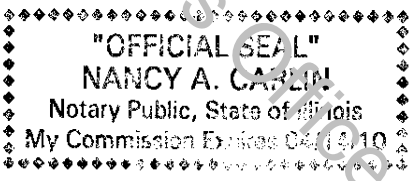
On this 6th day of August, 2007 before me, the undersigned Notary Public, personally appeared Harriet Denisevicz, Trust Officer of Chicago Title Land Trust Company

, 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.

located at  
By Nancy A. Carlin corporation/ ~~Residing at~~ 181 West Madison Street 17th FL  
Chicago

Notary Public in and for the State of Illinois 60602

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



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MODIFICATION OF MORTGAGE

Loan No: 29042401

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## LENDER ACKNOWLEDGMENT

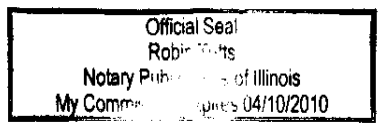
STATE OF Illinois )  
 ) SS  
 COUNTY OF DeKalb )

On this 7<sup>th</sup> day of August, 2007 before me, the undersigned Notary Public, personally appeared William D. Provan and known to me to be the Senior VP Lending 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 [Signature] Residing at Sycamore, IL

Notary Public in and for the State of Illinois

My commission expires 4-10-10



DeKalb County Clerk's Office