

# UNOFFICIAL COPY



WHEN RECORDED MAIL TO:  
Harris N.A./BLST  
Attn: Collateral Management  
P.O. Box 2880  
Chicago, IL 60690-2880

Doc#: 0808708000 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/27/2008 07:58 AM Pg: 1 of 5

H2516560

This Modification of Mortgage prepared by:  
Meschelle Taylor, Documentation Specialist  
Harris N.A.  
311 W. Monroe Street, 6th Floor  
Chicago, IL 60603-4095

CTIC-HE

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 19, 2008, is made and executed between Chicago Title Land Trust Company, not personally but as Trustee of Chicago Title Land Trust Company Trust No. 1100121, whose address is 5215 Old Orchard Road, Suite 400, Skokie, IL 60077 (referred to below as "Grantor") and Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender"). DTD. 12-9-94

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 3, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on February 9, 1998 as Document #98105708 and Document #98105709 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

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

PARCEL A: LOT 35 IN CHANTE' CLAIRE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED OCTOBER 30, 1968 AS DOCUMENT NO. 20661961, IN COOK COUNTY, ILLINOIS

PARCEL B: SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as 1650 W. Algonquin Road & 1800 N. Arlington Road, Arlington Heights, IL 60004. The Real Property tax identification number is 08-08-401-028-0000, 03-20-100-015-0000 and 03-20-100-026-0000.

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated February 19, 2008 in the original principal amount of \$383,063.68 to Lender

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**

Loan No: 332271

(Continued)

Page 2

bearing a fixed interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$383,063.68; (3) to amend the name of Lender to read as follows: Harris N.A., as Successor by Merger with Harris Bank Libertyville, its successors and/or assigns; (4) to restate the borrower's name as Mackin Land company, LLC-P; and (5) the following paragraphs are hereby added to the Mortgage:

**Cross-Collateralization**

In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**Due on Sale**

Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

**Waiver of Right of Redemption**

NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601 (B) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

**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 OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 19, 2008.**

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

Loan No: 332271

(Continued)

Page 3

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY TRUST NO. 1100121

CHICAGO TITLE LAND TRUST COMPANY, Trustee of Chicago Title Land Trust Company Trust No. 1100121 DTD 12-9-94

By: *[Signature]* and not personally  
Trust Officer Christine C. Young

LENDER:

HARRIS N.A.

X *[Signature]*  
Authorized Signer

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 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.

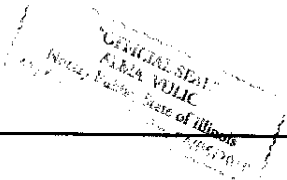
### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS  
COUNTY OF Cook

On this 14<sup>th</sup> day of MARCH, 2008 before me, the undersigned Notary Public, personally appeared **Trust Officer**, of **Chicago Title Land Trust Company**, and known to me to be an authorized trustee or agent 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 is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *[Signature]* Residing at 5215 OLD ORCHARD RD. STROKE, IL 60077  
Notary Public in and for the State of ILLINOIS

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



# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

Loan No: 332271

(Continued)

Page 4

### LENDER ACKNOWLEDGMENT

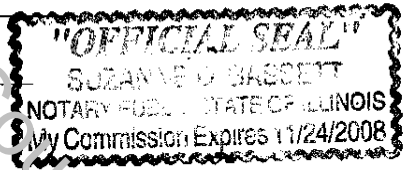
STATE OF IL )  
 )  
 COUNTY OF hake ) SS  
 )

On this 17<sup>th</sup> day of March, 2008 before me, the undersigned Notary Public, personally appeared Mark Moore and known to me to be the \_\_\_\_\_, 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 Libertyville IL 60048

Notary Public in and for the State of IL

My commission expires 11-24-08



County Clerk's Office

# UNOFFICIAL COPY

Parcel B: See attached Exhibit A.

PARCEL 1:

LOT 2A IN THE RESUBDIVISION OF LOT 2 IN PALATINE AND STATE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1964 AS DOCUMENT NO. 19253056,

(EXCEPT THAT PART OF LOT 2A DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2A; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2A, A DISTANCE OF 226.2 FEET TO THE NORTHEAST CORNER OF SAID LOT 2A; THENCE SOUTH 01 DEGREES, 21 MINUTES, 36 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 2A, A DISTANCE OF 54.00 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 2A, A DISTANCE OF 125.66 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE, BEING TANGENT TO LAST DESCRIBED LINE, HAVING A RADIUS OF 73 FEET AND BEING CONVEX TO THE NORTHWEST, AN ARC DISTANCE OF 38.45 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 127 FEET AND BEING CONVEX TO THE SOUTHEAST, AN ARC DISTANCE OF 66.73 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2A; THENCE NORTH 0 DEGREES, 21 MINUTES, 36 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 2A, 81.11 FEET TO THE NORTHWEST CORNER OF SAID LOT 2A AND THE PLACE OF BEGINNING, CONTAINING 13,705 SQUARE FEET MORE OR LESS), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2B IN THE RESUBDIVISION OF LOT 2 IN PALATINE AND STATE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IN THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1964 AS DOCUMENT 19253056, IN COOK COUNTY, ILLINOIS.