

# UNOFFICIAL COPY



Doc#: 0916011012 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/09/2009 09:28 AM Pg: 1 of 5

2082  
WHEN RECORDED MAIL TO:  
American Chartered Bank  
955 National Parkway  
Suite 60  
Schaumburg, IL 60173

FOR RECORDER'S USE ONLY

1409-83918-7452C  
This Modification of Mortgage prepared by:  
American Chartered Bank  
1199 East Higgins Road  
Schaumburg, IL 60173

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 9, 2009, 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

503  
BOX 333-CP

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## MODIFICATION OF MORTGAGE (Continued)

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 08-26-304-033-0000; 08-26-304-034-0000; 08-26-304-035-0000; 08-26-304-036-0000; 08-26-304-058-0000 and 08-26-304-059-0000,.

**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 **September 9, 2009**.

(2) The loan documents secured by this Mortgage have been further modified under a certain Fifteenth Loan Modification Agreement effective as of even date.

(3) The following paragraph is hereby added to the Mortgage:

**Revolving Line of Credit** This Mortgage secures the indebtedness including, without limitation, a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Borrower under the Note, but also any future amounts which Lender may advance to Borrower under the Note within **Twenty (20) years from the date of the Mortgage to the same extent as if such future advance were made as of the date of the execution of the Mortgage. The revolving line of credit obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note and Related Documents.**

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 remain 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.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 29042401

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 9, 2009.

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

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: [Signature] ASST VP  
Authorized Signer for Chicago Title Land Trust Company.



LENDER:

AMERICAN CHARTERED BANK

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.

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## MODIFICATION OF MORTGAGE (Continued)

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### TRUST ACKNOWLEDGMENT

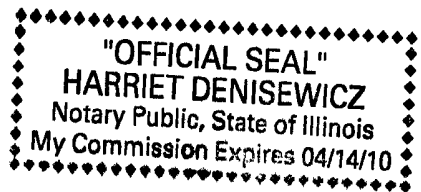
STATE OF IL )  
 )  
 COUNTY OF COOK ) SS  
 )

On this 10<sup>th</sup> day of MAY, 2009 before me, the undersigned Notary Public, personally appeared IC. MICHEL, ASST VP of Chicago Title Land Trust Company, Trustee 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**, 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 \_\_\_\_\_

Notary Public in and for the State of IL

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



COOK COUNTY Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 29042401

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### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

COUNTY OF DEKALB )

On this 27<sup>th</sup> day of MAY, 2009 before me, the undersigned Notary Public, personally appeared MARK HUNTER and known to me to be the SENIOR VICE PRESIDENT, authorized agent for American Chartered Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of American Chartered Bank, duly authorized by American Chartered Bank 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 in fact executed this said instrument on behalf of American Chartered Bank.

By [Signature]

Residing at 521 KISHWAUKEE DR  
SYCAMORE IL 60178

Notary Public in and for the State of ILLINOIS

My commission expires 4-10-10



Cook County Clerk's Office