

# UNOFFICIAL COPY



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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/02/2010 09:51 AM Pg: 1 of 4

This document was prepared by  
and after recording return to:

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(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

## MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT is made this 20<sup>th</sup> day of March, 2010 by and between by STATE BANK OF ILLINOIS AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 8, 2007 AND KNOWN AS TRUST NO. 1-1329 ("Mortgagor") and HERITAGE BANK OF SCHAUMBURG ("Mortgagee").

WHEREAS, to secure repayment of a promissory note dated March 20, 2007 in the principal sum of \$2,600,000.00 executed by Mortgagor and Mortgagor's beneficiary (the "Note"), Mortgagor executed and delivered to Mortgagee a Mortgage and an Assignment of Kents, each dated March 20, 2007 and recorded on April 12, 2007 with the Cook County Recorder of Deeds as Documents Nos. 0710233139 and 0710233140 (collectively the "Mortgage") encumbering the property legally described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Mortgagor, Mortgagor's beneficiary, various guarantors of the indebtedness, and the Mortgagee executed a Loan Modification Agreement of even date herewith wherein the terms of the Note were modified by increasing the maximum amount of credit available under the Note to the sum of \$2,500,000.00 (thereby increasing the additional funds available to the sum of \$620,370.96), extending the maturity date to March 20, 2012, and modifying the rate of interest to a fixed rate of 5.50% per annum; and

WHEREAS, Mortgage contains certain terms and recitals that have been modified by the parties; and

WHEREAS, the parties desire to modify the terms of the Mortgage to state the modified maturity date and interest rate.

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

1. The foregoing recitals are incorporated herein as though fully set forth. Mortgagor represents and warrants to Mortgagee that the foregoing recitals are true and correct.
2. The terms of the Mortgage are hereby modified to provide that the maximum amount of credit available thereunder is increased to the sum of \$2,500,000.00, thereby increasing the additional funds available thereunder to the sum of \$620,370.96.

FIRST AMERICAN TITLE

ORDER # 2037898

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3. The terms of the Mortgage are hereby further modified to provide that the maturity date is extended to March 20, 2012.
4. The terms of the Mortgage are hereby further modified to provide that the interest rate shall be a fixed daily rate equivalent to 5.50% per annum.
5. Mortgagor hereby reaffirms all of the terms and provisions of the Mortgage as modified hereby.
6. This instrument is executed by Mortgagor not personally or individually, but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. Notwithstanding any provision to the contrary set forth in this instrument, any recourse against the undersigned trustee shall be limited to the assets comprising the trust estate and no personal liability shall be asserted or be enforceable against the undersigned Mortgagor by reason of the terms, promises, agreements, covenants, warranties, representations, indemnifications, or other matters herein set forth, all such personal liability of the undersigned being expressly waived. Nothing herein contained shall waive, modify, or otherwise adversely affect the personal liability expressly assumed by any person or entity other than the undersigned trustee.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Instrument by their duly authorized representatives on the date first above written.

**MORTGAGOR:**

**MORTGAGEE:**

STATE BANK OF ILLINOIS as trustee under trust agreement dated March 8, 2007 and known as trust no. 1-1329

HERITAGE BANK OF SCHAUMBURG

By: *Dan J. Entenberg*  
Its: *EV*

By: *Greg D. [Signature]*  
Its: *EV*

Attest: *Elizabeth P. Marwick*  
Its: *EV*

heritage prairie knoll mtg mod

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DuPage )

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, **DO HEREBY CERTIFY**, that Daniel L. Eichelberger, Executive Vice Pres. of **STATE BANK OF ILLINOIS AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 8, 2007 AND KNOWN AS TRUST NO. 1-1329**, and Elizabeth P. Marecek, Assistant Secy. of said Trustee, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own, free and voluntary act and as the free and voluntary act of said Trustee for the uses and purposes therein set forth. **GIVEN** under my hand and notarial seal this 25th day of March, 2010.



*[Handwritten Signature]*  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, **DO HEREBY CERTIFY** that GREGORY M. RUFFOLO, E.V.P. of **HERITAGE BANK OF SCHAUMBURG**, an Illinois banking corporation, personally known to me personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as E.V.P. of said corporation at his/her free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth. **GIVEN** under my hand and official seal this 24th day of MARCH, 2010.

*[Handwritten Signature]*  
Notary Public



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## EXHIBIT "A"

### LEGAL DESCRIPTION OF REAL ESTATE

THE EAST ½ OF THE WEST ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTH 5.18 METERS (17 FEET) OF THE NORTH 15.24 METERS (50 FEET), IN COOK COUNTY, ILLINOIS.

P.I.N.: 22-32-201-008-0000

COMMONLY KNOWN AS:

15266 – 127<sup>TH</sup> STREET (PRAIRIE LANE)  
LEMONT, IL 60439

EXCEPTING THEREFROM THE FOLLOWING:

PARCEL 1: LOT 2 AS DELINEATED ON THE PLAT OF THE PRAIRIE KNOLL SUBDIVISION RECORDED JANUARY 18, 2007 AS DOCUMENT 0701815036 A SUBDIVISION OF THE EAST ½ OF THE WEST ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, FOR INGRESS AND EGRESS AND ACCESS AS SET FORTH IN THE DECLARATION RECORDED NOVEMBER 13, 2009 AS DOCUMENT NUMBER 0931755137, AS AMENDED FROM TIME TO TIME.

PERMANENT INDEX NO.: 22-32-210-059-0000

ADDRESS OF PREMISES: 1249 PRAIRIE LANE, LEMONT, IL 60439