

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Advantage National Bank  
Group  
Elk Grove Village Bank and  
Trust  
75 E. Turner Ave  
Elk Grove Village, IL 60007



Doc#: 1015308026 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/02/2010 07:29 AM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

Advantage National Bank  
Group  
Elk Grove Village Bank and  
Trust  
75 E. Turner Ave  
Elk Grove Village, IL 60007



Doc#: Fee: \$2.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 06/02/2010 07:29 AM Pg: 0

FOR RECORDER'S USE ONLY

H25230274

This Modification of Mortgage prepared by:

Cynthia Litts, VP, Loan Operations  
Advantage National Bank Group  
75 E. Turner Ave  
Elk Grove Village, IL 60007

CTIC-HE

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 1, 2010, is made and executed between FirstMerit Bank, N.A., successor trustee to Midwest Bank and Trust Company as Trustee under Trust Agreement dated October 10, 2001 and known as Trust Number 01-1-7948, whose address is 1604 W. Colonial Parkway, Inverness, IL 60067 (referred to below as "Grantor") and Advantage National Bank Group, whose address is 75 E. Turner Ave, Elk Grove Village, IL 60007 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 24, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded September 9, 2009 by the Cook County Recorder of Deed as Document Number 092540056.

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

**PARCEL 1:**

THE NORTH 100 FEET OF THE SOUTH 666 FEET OF THE EAST 435 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

THE NORTH 100 FEET OF THE SOUTH 566 FEET OF THE EAST 435 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 532-546 S. Elmhurst Road, Wheeling, IL 60090. The Real Property tax identification number is 03-10-301-002-000; 03-10-301-003-0000.

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Litts

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## MODIFICATION OF MORTGAGE (Continued)

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

**This Modification of Mortgage shall reflect: The paragraph entitled "Cross-Collateralization" is hereby removed. 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.

**ADDITION OF CROSS-COLLATERALIZATION.** If the SBA 504 loan is not closed or does not pay off the Lender's existing loan 303464-1 by August 1, 2010, the following term will be added to this Mortgage:

**Cross-Collateralization:** This mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one of 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 un liquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accomodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statue of limitations, and whether the obligation to repay such amounts may be here or hereafter may become otherwise enforceable. If the Lender is required to give notice of the right to cancel order under Truth in Lending in connection with any additional loans, extensions or credit and other liabilities or obligations of Grantor to Lender, then this Mortgage shall not secure additional loans or obligations unless and until such notice is given.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 1, 2010.**

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(Continued)**


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GRANTOR:

FIRSTMERIT BANK, N.A., SUCCESSOR TRUSTEE TO MIDWEST BANK  
AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT  
DATED OCTOBER 10, 2001 AND KNOWN AS TRUST NUMBER 01-1-7948

FIRSTMERIT BANK, N.A., not personally but as Trustee under that certain  
trust agreement dated 12-14-2001 and known as FirstMerit Bank, N.A.,  
successor trustee to Midwest Bank and Trust Company as Trustee under  
Trust Agreement dated October 10, 2001 and known as Trust Number  
01-1-7948.

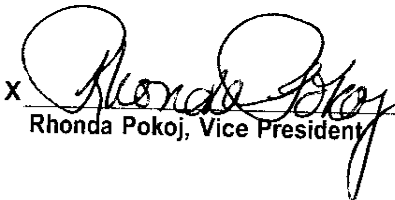
By

  
Trust Officer

**ROSANNE M. DePASS**  
**TRUST OFFICER**

LENDER:

ADVANTAGE NATIONAL BANK GROUP

x   
Rhonda Pokoj, Vice President

The instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder, and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trustee estate for the payment hereof.

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## MODIFICATION OF MORTGAGE (Continued)

### TRUST ACKNOWLEDGMENT

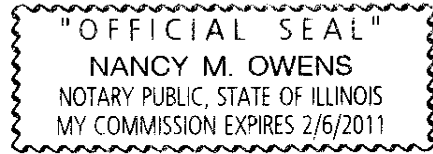
STATE OF Illinois )  
 COUNTY OF Cook ) SS  
 )

On this 20th day of May, 2010 before me, the undersigned Notary Public, personally appeared Trust Officer Nancy M. Owens of FirstMerit Bank, N.A., Trustee of FirstMerit Bank, N.A., successor trustee to Midwest Bank and Trust Company as Trustee under Trust Agreement dated October 10, 2001 and known as Trust Number 01-1-7948, 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 Nancy Owens Residing at 70 Bank

Notary Public in and for the State of Illinois

My commission expires 2-6-2011



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

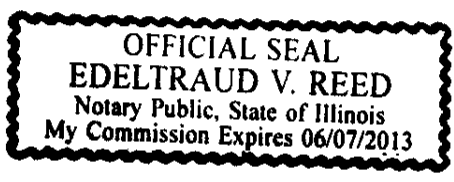
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 21<sup>ST</sup> day of MAY, 2010 before me, the undersigned Notary Public, personally appeared **Rhonda Pokoj** and known to me to be the **Vice President**, authorized agent for **Advantage National Bank Group** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Advantage National Bank Group**, duly authorized by **Advantage National Bank Group** 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 **Advantage National Bank Group**.

By Edeltraud V. Reed Residing at PALATKA, IL

Notary Public in and for the State of ILLINOIS

My commission expires 6-7-2013



County Clerk's Office