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WHEN RECORDED MAIL TO:  
Northbrook Bank & Trust  
245 Waukegan Road  
Northfield, IL 60093

Doc#: 1108333038 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/24/2011 09:32 AM Pg: 1 of 4

8396727 ZC 1 of 2

This Modification of Mortgage prepared by:  
Northbrook Bank & Trust Company - Loan Servicing  
245 Waukegan Road  
Northfield, IL 60093

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 6, 2011, is made and executed between Chicago Title Land Trust Company, not personally but as Trustee on behalf of Chicago Title Land Trust Company under Trust Agreement dated March 17, 1986 and known as Trust #25-7359 (referred to below as "Grantor") and Northbrook Bank & Trust Company, whose address is 1100 Waukegan Road, Northbrook, IL 60062 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 22, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**JUNIOR MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS DATED FEBRUARY 22, 2008 AND RECORDED FEBRUARY 27, 2008 AS DOCUMENT #0805831089.**

**JUNIOR ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES DATED FEBRUARY 22, 2008 AND RECORDED FEBRUARY 27, 2008 AS DOCUMENT #0805831090.**

**MODIFICATION OF MORTGAGE DATED JULY 23, 2008 AND RECORDED AS DOCUMENT NUMBER 0822705079.**

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

**LOT 2 IN RIVKINS' SUBDIVISION, BEING A RESUBDIVISION OF LOT 62 IN SKY HARBOR AIR INDUSTRIAL PARK UNIT TWO, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 31, 2009 AS DOCUMENT 0936519055, IN COOK COUNTY, ILLINOIS.**

The Real Property or its address is commonly known as 205 Huehl Rd., Northbrook, IL 60062. The Real Property tax identification number is 04-05-103-024-0000.

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

**THE TOTAL OF ALL INDEBTEDNESS SO SECURED IS INCREASED TO AND SHALL NOT EXCEED FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS AND 00/100 (\$4,500,000.00).**

**BOX 333-CT**

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## MODIFICATION OF MORTGAGE (Continued)

**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 MARCH 6, 2011.**

**GRANTOR:**

**CHICAGO TITLE LAND TRUST COMPANY UNDER TRUST AGREEMENT  
DATED MARCH 17, 1986 AND KNOWN AS TRUST #25-7659**

**CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 03-17-1986 and known as Chicago Title Land Trust Company under Trust Agreement dated March 17, 1986 and known as Trust #25-7659.**

By: *Lynda J. Banie* **ASST. VICE PRESIDENT**  
**Authorized Signer, Trust Officer of Chicago Title Land Trust Company**



**LENDER:**

**NORTHBROOK BANK & TRUST COMPANY**

x *David [Signature]*  
**Authorized Signer**

This 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 the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are not undertaken by it solely in its capacity as Trustee are not personally. 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.

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## MODIFICATION OF MORTGAGE (Continued)

### TRUST ACKNOWLEDGMENT

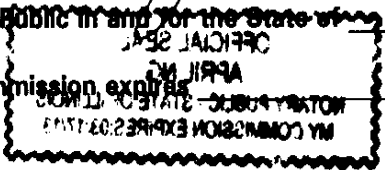
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 9th day of MARCH, 2011 before me, the undersigned Notary Public, personally appeared Authorized Signer, Trust Officer of Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company under Trust Agreement dated March 17, 1986 and known as Trust #25-7659, 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 Natalie Foster Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

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



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
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 )  
 COUNTY OF Cook )

On this 7<sup>th</sup> day of March, 2011 before me, the undersigned Notary Public, personally appeared David Masters and known to me to be the President, authorized agent for **Northbrook Bank & Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Northbrook Bank & Trust Company**, duly authorized by **Northbrook Bank & Trust Company** 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 **Northbrook Bank & Trust Company**.

By Amily Residing at Northbrook, IL

Notary Public in and for the State of Illinois

My commission expires 3-17-13

