



Doc#: 1113229019 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 05/12/2011 11:31 AM Pg: 1 of 7

This Instrument prepared by
and after recording return to:
Gregory F. Smith, Esq.
Lillig & Thorsness, Ltd.
1900 Spring Road, Suite 200
Oak Brook, IL 60523
(630) 571-1900

FIRST AMENDMENT TO MORTGAGE LOAN

THIS FIRST AMENDMENT TO MORTGAGE LOAN (this "Amendment") is dated as of the 18th day of February, 2010, by and between The Northern Trust Company, not individually but solely as the Successor Trustee of the Jon C. Dokmo Trust dated March 6, 2003 ("Lender"), 50 S. LaSalle Street, B-6, Chicago, IL 60603 and Carl E. Hansen and Janet C. Hansen, formerly known as Janet C. Stratton (collectively "Borrowers") 13351 Crestview, Huntley, IL 60142.

R E C I T A L S:

A. On or about March 6, 2006, Lender made a loan to Borrowers in sum of Three Hundred Thirty Thousand and 00/100 (\$330,000.00 U.S.) Dollars ("Loan"), which Loan is evidenced by a promissory note dated March 6, 2006, ("Note"). The Note is secured by the following documents of even date with the Note: (i) a mortgage executed by Janet C. Hansen ("Mortgage") on certain commercial property located in Palatine, IL; and (ii) such other documents, instruments and agreement executed by Borrowers and delivered to Lender in connection with the Loan (collectively the "Loan Documents"). The Mortgage was recorded with the Cook County Recorder of Deeds on March 21, 2006, as Document 0608043149 against the property commonly known as 818 West Northwest Highway, Palatine, IL ("Premises"). The Premises are legally described on Exhibit "A" attached hereto and made a part hereof;

B. As a result of the death of Jon C. Dokmo, The Northern Trust Company is acting as the successor trustee of the Jon C. Dokmo Trust dated March 6, 2003;

C. Borrowers have requested that Lender modify the Loan to extend the maturity date to September 6, 2011;

NOW THEREFORE, for and in consideration of any loan or advance (including any loan or advance by renewal or extension) hereafter made to Borrowers by Lender and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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1. Maturity Date. The Note shall be due and payable, if not sooner paid or due, on September 6, 2011. Borrowers acknowledge and agree that the outstanding principal balance due and owing on the Note as of February 18, 2011 is the sum of \$303,260.77. Except as modified by this Amendment, the other terms, covenants and conditions in the Note, Mortgage and other Loan Documents shall remain the same, and Borrowers shall continue payment of monthly principal and interest to Lender in the sum of \$2,438.67 each month.

2. Payments. From and after the date of this Amendment, all payments due and owing under the Loan shall be payable to The Northern Trust Company as Successor Trustee of the Jon C. Dokmo Trust, and shall be made at The Northern Trust Company, 50 S. LaSalle Street, B-6, Chicago, IL 60603, Attn Laurie A. Wright.

3. Right of Redemption. To the extent permitted under applicable law, Borrowers hereby waive on their own behalf and on behalf of each and every person or any entity all rights of redemption, equity of redemption and rights of reinstatement which exist by statute or common law for sale under any order or decree of foreclosure of the Mortgage.

4. Representations and Warranties. Borrowers represent and warrant to Lender as follows: (a) the execution and delivery of this Amendment and the performance by the Borrowers of their obligations hereunder do not require any consent and will not result in a breach of or default under any contract, agreement or other instrument to which the Borrowers are a party or are otherwise subject or bound, (b) except for the Mortgage and real estate taxes not yet due and payable, there are no other liens, mortgages or other encumbrances affecting the Premises; and (c) there are no actions, suits or proceedings pending or to the best of Borrowers' knowledge threatened affecting the Premises or Borrowers.

5. Ratification and Waiver. Borrowers hereby reconfirm and re-acknowledge each and every representation, warranty and agreement contained in the Loan Documents, as amended hereby, as if such representations, warranties and agreements were restated herein. Borrowers further represent and warrant to Lender that the execution and delivery of this Amendment shall not affect Lender's rights and remedies under the Loan Documents or impair Lender's first lien in and to the Premises. Borrowers by their execution hereof: (a) hereby acknowledge and agree that, as of the date of execution and delivery of this Amendment, there are no defenses, counterclaims or offsets relating to Borrowers' obligations under or in respect of the Loan Documents or to the enforcement or exercise by Lender of any of its rights, powers or remedies under or in respect of the Loan Documents, or alternatively, (b) hereby irrevocably waive, relinquish and release any and all such defenses, counterclaims or offsets that may exist as of the date of execution and delivery of this Amendment, including, without limitation, any and all such defenses, counterclaims or offsets that are unknown, unsuspected, unanticipated or undisclosed as of such date.

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6. Capitalized Terms. Capitalized terms shall have the meaning ascribed in the Loan Documents unless the context hereof clearly requires otherwise.

5. Waiver of Trial by Jury. Lender and Borrowers hereby expressly waive any right to trial by jury of any claim, demand, action, cause of action, or proceeding arising under or with respect to this Amendment or the Loan, or in any way connected with, or related to, or incidental to, the dealings of the parties hereto with respect to this Amendment or the Loan. Of whether sounding in contract, tort, or otherwise.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

7. Trustee. The Northern Trust Company is executing this Amendment not personally, but solely as the Successor Trustee of the Jon C. Dokmo Trust dated March 6, 2003. The liability of The Northern Trust Company under this Amendment and under the Loan shall be limited to and enforceable solely against the assets of the Jon C. Dokmo Trust and not against the assets of The Northern Trust Company or any of its officers, directors, employees, agents, successors and assigns.

[Signatures on next page.]

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IN WITNESS WHEREOF, this Amendment is executed and effective as of the date first set forth above.

LENDER:

BORROWERS:

The Northern Trust Company, not personally but solely as Successor Trustee of the Jon C. Dokmo Trust dated March 6, 2003

By: *Laurie A. Wright*
Its: Vice President

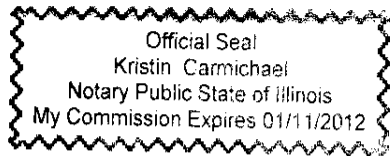
Carl E. Hansen
Carl E. Hansen
Janet C. Hansen
Janet C. Hansen

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Laurie A. Wright, personally known to me to be a Vice President of The Northern Trust Company, as Successor Trustee of the Jon C. Dokmo Trust dated March 6, 2003, a banking corporation, and 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 as such Vice President ~~he~~/she signed and delivered the said instrument pursuant to authority, given by the Board of Directors of said Corporation as his/her free and voluntary act, and as the free and voluntary act of the corporation.

Given under my hand and official seal this 5th day of May, 2011.

Kristin Carmichael
Notary Public



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EXHIBIT "A"
PREMISES

See Attached

PERMANENT TAX NO.: ⁰²20-09-408-017-000J

A

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EXHIBIT "A" PREMISES

THE EASTERLY 132.35 FEET OF LOTS 5, 6 AND 7, TAKEN AS A TRACT (EXCEPT THE NORTH 30 FEET THEREOF) AND ALSO EXCEPTING THEREFROM THAT PART OF LOT 7 BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE WEST ON THE SOUTH LINE THEREOF 10 FEET; THENCE NORTHEASTERLY TO A POINT ON THE EAST LINE OF SAID LOT 7, SAID POINT BEING 10 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH ON SAID EAST LINE 10 FEET TO THE PLACE OF BEGINNING AND ALSO (EXCEPTING THEREFROM THAT PART OF LOT 7 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 57 MINUTES 54 SECONDS EAST, ON THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 40.09 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 19 MINUTES 37 SECONDS EAST, ALONG A LINE PARALLEL WITH AND 40.09 FEET EAST OF THE WEST LINE OF SAID LOT, 9.00 FEET TO THE NORTH LINE OF THE SOUTH 9.00 FEET OF SAID LOT; THENCE SOUTH 89 DEGREES 57 MINUTES 54 SECONDS EAST, ALONG SAID NORTH LINE, SAID NORTH LINE BEING PARALLEL WITH AND 9.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT, 96.00 FEET TO A 5/8 INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS ROW CORNER IPLSC 89"; THENCE NORTH 54 DEGREES 45 MINUTES 26 SECONDS EAST, 31.17 FEET TO A 5/8 INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS ROW CORNER IPLSC 89"; THENCE NORTH 21 DEGREES 03 MINUTES 06 SECONDS EAST, 31.07 FEET TO A 5/8 INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS ROW CORNER IPLSC 89" AND THE EAST LINE OF SAID LOT; THENCE SOUTH 00 DEGREES 19 MINUTES 37 SECONDS WEST, ALONG SAID EAST LINE, 46.00 FEET; THENCE SOUTH 45 DEGREES 10 MINUTES 51 SECONDS WEST, 14.18 FEET TO THE SOUTH LINE OF SAID LOT; THENCE NORTH 89 DEGREES 57 MINUTES 54 SECONDS WEST, ALONG SAID SOUTH LINE, 122.35 FEET TO THE POINT OF BEGINNING) ALL IN BLOCK 6 IN FRANK E. MERRILL AND CO'S PALATINE ACRES IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5 TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS IN COOK COUNTY, ILLINOIS