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AS USED IN THIS DOCUMENT,  
THE TERM "MAIN BANK" SHALL MEAN  
"COLE TAYLOR BANK/MAIN"

MODIFICATION AGREEMENT

875-11963

WHEREAS, BANK OF BUFFALO GROVE ("Mortgagee"), has loaned to MAIN BANK as successor trustee to Wheeling Trust and Savings Bank, as Trustee under Trust Agreement dated February 7, 1980 and known as Trust No. 80-134, ("Mortgagor") the sum of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) (the "Loan") as evidenced by a Mortgage Note dated January 2, 1987 (the "Note"), and secured by a Mortgage dated January 2, 1987, and recorded in the office of the Recorder of Deeds of Cook County, Illinois on January 21, 1987 as Document No. 87039163, (the "Mortgage") covering the following described premises:

See attached Exhibit "A"

P.T.I. # 03-08-101-014

WHEREAS, the Mortgagor has requested, and Bank has agreed to an increase in the principal amount of the aforesaid loan.

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

1. The unpaid principal balance of the Note is currently Six Hundred Thousand Dollars (\$600,000.00).
2. The principal sum of the Loan is hereby increased to Seven Hundred Seventy Thousand and 00/100 Dollars (\$770,000.00).
3. All other terms and conditions of the Note and the aforesaid Mortgage are hereby incorporated by reference herein and in all respects the Note and Mortgage, except as hereby modified, shall remain unchanged and continue in full force and effect.

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4. Mortgagor represents and warrants that (a) there has been no default under the Note, Mortgage or any other Loan document, nor has there been an event, which is continuing, which might mature into a default; (b) there has been no adverse change in the financial condition of the Mortgagor, or any of them, or any other person(s) or entity(s) that are obligated on the Loan, whether directly or indirectly, absolutely or contingently, jointly or severally, or jointly and severally; and (c) there has been no diminution in the value of the mortgaged property or any other property securing the Loan.

5. Mortgagor, by execution of this Agreement, hereby reaffirms, assumes and agrees to be bound by all of the obligations, duties, rights, representations, warranties, covenants, terms and conditions that are contained in the Note and the Mortgage.

MAIN BANK, as Successor Trustee by Merger, executes this Mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the Mortgagee herein and by every person now or hereafter claiming any right or security hereunder, that nothing contained in the Note or Mortgage as hereby modified, shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing under the Mortgage or to perform any covenants either express or implied in the Mortgage, all such liability, if any, being expressly waived, and that any recovery on the Mortgage and the Note, as hereby modified, shall be solely against and out of the premises hereby conveyed by enforcement of the provisions of the Mortgage and the Note as hereby modified, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

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## EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein 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 Cole Taylor Bank/Main or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking 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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AJH1 8/18/87

EXHIBIT "A"

LOT 2 IN THE PLAT OF RESUBDIVISION RECORDED ON JANUARY 6,  
1986 AS DOCUMENT NUMBER 25344703 OF LOT 1 IN GRAND-SPAULDING  
DODGE SUBDIVISION OF PART OF THE EAST 1/2 OF THE  
NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST  
OF THE THIR PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$10.40  
14444 TRAN 2613 10/05/07 14:58:00  
#2697 # D \*-37-2740763  
COOK COUNTY RECORDER



BANK of Buffalo Grove  
10 E. Dunder Road  
Buffalo Grove, Ill  
60090

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\$18.00 MAIL

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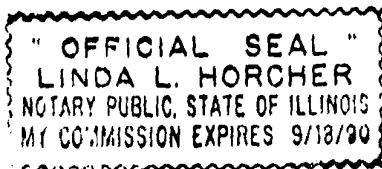
JAM 06.018



STATE OF ILLINOIS)
) ss
COUNTY OF COOK )

I, Linda L. Horcher, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that Carol L. Ennis, Vice President, of COLE TAYLOR BANK/MAIN and Phyllis Lindstrom, Assistant Secretary of said Bank, personally, known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary respectively, 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 Bank, for the uses and purposes therein set forth; and the said Assistant Secretary, did also then and there acknowledge that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of September, 1987.



[Signature]
Notary Public

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