

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

FIRST NATIONAL BANK OF NORTHBROOK  
1300 Meadow Road  
Northbrook, IL 60062

92351054

WHEN RECORDED MAIL TO:

FIRST NATIONAL BANK OF NORTHBROOK  
1300 Meadow Road  
Northbrook, IL 60062

DEPT-01 RECORDING \$25.00  
T#1010 TRAN 2954 05/20/92 16:09:00  
#8953 # 1G \*-92-351054  
COOK COUNTY RECORDER

SEND TAX NOTICES TO:

First National Bank of Northbrook  
1300 Meadow Road  
Northbrook, IL 60062

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



First National Bank of Northbrook  
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 15, 1992, BETWEEN First National Bank of Northbrook, a national banking association, as Trustee under a Trust Agreement dated March 27, 1984 and known as First National Bank of Northbrook Trust #245, (referred to below as "Grantor"), whose address is 1300 Meadow Road, Northbrook, IL 60062; and FIRST NATIONAL BANK OF NORTHBROOK (referred to below as "Lender"), whose address is 1300 Meadow Road, Northbrook, IL 60062.

MORTGAGE. Grantor and Lender have entered into a mortgage dated April 15, 1991 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage Document #91277824, recorded 6/10/91, Cook County Recorder's Office

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in Cook County, State of Illinois:

SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as 5 Old Hunt Road, Northbrook, IL 60062. The Real Property tax identification number is 04-14-200-125.

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

The remaining unpaid indebtedness of \$300,000.00 is extended to April 15, 1993 and shall be repaid in monthly installments of interest commencing May 15, 1992; The final installment shall be the entire remaining balance of Principal and Interest and shall be due April 15, 1993. All payments shall include interest on the unpaid Principal Balance from time to time at the variable rate of Wall Street Journal Prime +1.0% per annum. The Mortgage and Note secured therein are accordingly extended to April 15, 1992.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X First National Bank of Northbrook not personally, but solely as Trustee under Trust Agreement #245

92351054

SUBJECT TO THE BANK RECORD AND MADE BY

ATTEST: Matt K. Saw ATTO

BY: Virginia Smith, V.P.

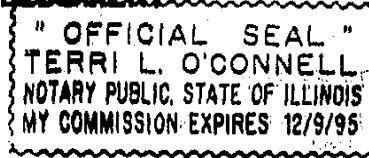
#25 E

PROVISIONS ATTACHED HEREOF

LENDER: This Instrument was Prepared By:  
FIRST NATIONAL BANK OF NORTHBROOK  
1300 Meadow Road  
By: Northbrook, Illinois 60062  
Authorized Officer

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Illinois )  
COUNTY OF Cook ) SS



On this day before me, the undersigned Notary Public, personally appeared First National Bank of Northbrook, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of April, 19 92.  
By: [Signature] Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_

92351054

Clerk's Office

EXHIBIT ALegal Description

## PARCEL 1:

OF THAT PART OF THE NORTH 20 RODS OF THE SOUTH 30 RODS OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF THE NORTH 433.0 FEET OF THE SOUTH 50 RODS OF SAID NORTH EAST 1/4, AND AT A POINT ON SAID 433.0 FEET LINE 841.50 FEET EAST OF THE WEST LINE OF SAID NORTH EAST 1/4, THENCE EAST ALONG SAID 433.0 FOOT LINE, 197.75 FEET TO A POINT 297.0 FEET WEST OF THE EAST LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 14, THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 14, 227.0 FEET TO THE NORTH LINE OF THE SOUTH 10 RODS OF SAID NORTH EAST 1/4, THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH 10 RODS 192.50 FEET TO A POINT ON SAID NORTH LINE OF SAID SOUTH 10 RODS 846.0 FEET EAST OF THE WEST LINE OF THE NORTH EAST 1/4 AFORESAID, THENCE NORTH 0 DEGREES 10 MINUTES WEST PARALLEL WITH THE WEST LINE OF SAID NORTH EAST 1/4 A DISTANCE OF 94.0 FEET THENCE NORTH 48 DEGREES 49 MINUTES 15 SECONDS WEST 88.09 FEET, THENCE NORTH 31 DEGREES 07 MINUTES 30 SECONDS EAST 64.25 FEET, THENCE EAST 28.0 FEET, THENCE NORTH 0 DEGREES 18 MINUTES WEST 20.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

## PARCEL 2

EASEMENTS AS SET FORTH IN DECLARATION OF EASEMENTS DATED AUGUST 26, 1964 AND RECORDED SEPTEMBER 21, 1964 AS DOCUMENT 19241145 AND RE-RECORDED MARCH 12, 1965 AS DOCUMENT 19405179 MADE BY DOROTHY S. CLARK ALL IN COOK COUNTY, ILLINOIS.

SUBJECT TO THE EXPLANATORY  
MEMO AND PART I

*Mortgage*

This mortgage is executed by First National Bank of Northbrook, not personally but 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 herein or in the note secured by this mortgage shall be construed as creating any liability on First National Bank of Northbrook or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue hereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

Property of Cook County Clerk's Office

92354054

LEGISLATIVE PROVISIONS ALL  
PART HEREOF