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RECORDATION REQUESTED BY:

**FIRST MIDWEST BANK, NATIONAL ASSOCIATION
300 PARK BOULEVARD, SUITE 400
ITASCA, IL 60143**

05892294

WHEN RECORDED MAIL TO:

**FIRST Midwest Bank, N.A.
P.O. Box 6480
Vernon Hills, IL 60061**



DEPT-01 RECORDING 125.50
FILING TRAN 2000 11/22/96 11:48:00
10941 * B J * -96-892294
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: **FIRST MIDWEST BANK, N.A.
945 LAKEVIEW PARKWAY, SUITE 170
VERNON HILLS, ILLINOIS 60061**

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 9, 1996, BETWEEN LAWSON ROAD JOINT VENTURE, whose address is 343 LANDIS LANE, DEERFIELD, IL 60015 (referred to below as "Grantor"); ; and FIRST MIDWEST BANK, NATIONAL ASSOCIATION (referred to below as "Lender"), whose address is 300 PARK BOULEVARD, SUITE 400, ITASCA, IL 60143.

MORTGAGE. Grantor and Lender have entered into a mortgage dated October 30, 1994 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED MARCH 23, 1995 IN COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 95-196389

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

LOT 1 IN ABOLTIN'S SUBDIVISION OF THE NORTH 300 FEET TOGETHER WITH THE EAST 33 FEET SOUTH OF THE NORTH 300 FEET IN THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3700 LAWSON ROAD, GLENVIEW, IL 60015. The Real Property tax identification number is 04-21-301-031.

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

To delete the definition of "Indebtedness" therein its entirety and to insert in lieu thereof the following: "Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word "Indebtedness" includes all obligations, debts, and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of this Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such recovery upon which indebtedness may be or hereafter may become otherwise unenforceable. The lien of this Mortgage shall not exceed at any one time \$6,975,000.00.

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

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09-09-1996
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MODIFICATION OF MORTGAGE (Continued)

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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:

LAWSON ROAD JOINT VENTURE

By: Richard W. Johnstone
RICHARD W. JOHNSTONE, PRESIDENT OF OUR GANG INC., AN ILLINOIS CORPORATION, GENERAL PARTNER

LENDER:

FIRST MIDWEST BANK, NATIONAL ASSOCIATION

By: William J. Franklin, VP
Authorized Officer

PARTNERSHIP ACKNOWLEDGMENT

STATE OF IL)
) ss
COUNTY OF LAKE)

On this 23rd day of September, 19 96, before me, the undersigned Notary Public, personally appeared RICHARD W. JOHNSTONE, PRESIDENT OF OUR GANG INC., AN ILLINOIS CORPORATION, GENERAL PARTNER, and known to me to be a partner or designated agent of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, 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 partnership.

By: Steven B Bongard Residing at 685 Old Pt. St. George
IL Zurich IL

Notary Public in and for the State of IL

My commission expires 10-24-99



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