RECORDATION REQUESTED BY:

Harris Bank Ariington-Meadows 3250 Kirchoff Road Rolling Meadows, IL 60008

WHEN RECORDED MAIL TO:

(40154455 Laid

Harris Bank Artington-Meadowa 3250 Kirchoff Road Rolling Meadows, IL 60008

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DEPT-01 RECORDING

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COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Harris Bank Arlington-Meadows 3250 Kirchoff Road Rolling Meadows, IL 60008



### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MAY 1, 1907. BETWEEN Chicago Title and Trust Company, as Successor Trustee to First State Bank & Trust Company of Park Ridge, under that certain Trust Agreement dated September 21, 1979 and known as Trust Number 965 (referred to below as "Grantor"), whose address is 1300 W. Higgins Road, Suite 160, Park Ridge, IL 60068; and Harris Bank Arlington-Meadows (referred to below as "Lender"), whose address is 3250 Kirchoff Road, Rolling Mendows, IL 60008.

MORTGAGE. Grantor and Lender have entered into a mortgage dated October 1, 1992 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded October 20, 1995 in the Office of the Recorder of Cook County, Illinois as Document No. 96-715182

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

See attached Exhibit "A"

The Real Property or its address is commonly known as 316 Maplewood Court, Unit D2, Schaumburg, IL 60195. The Real Property tax identification number is 07-24-303-017-1160.

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

To eliminate a maturity date.

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, 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, but also to all such subsequent actions. to all such subsequent actions.

BOX 333-CTI

05-01-1997 Loan No

## MODIFICATION OF MORTGAGE (Continued)

Page 2

EACH GRANTOR ACKNOWLEDGES HAVING READ A MORTGAGE, AND EACH GRANTOR AGREES TO ITS TE	······································
GRANTOR:	
Chicago Title and Trust Company, as Successor Truste	e to First State Bank & Trust Company of Park Ridge,
under that certain Trust Agreement dated September 21 SEE ATTACHED EXCULPATIONS  SEE ATTACHED EXCULPATION  The second of the sec	, 1979 and known as Trust Number 988
By: CLAUSE FOR SIGNATURE	
Name, Authorized Signer	de-t-manufacture desire.
	Street 1.4
Name, Authorized Signer	<del></del>
LENDER:	
Harris Bank Arlington-Meadows	
By: 1 Court Judgee & W	
Authorized Officer	46
CORPORATE ACK	NOVILEDGMENT
STATE OF	
	) 66
COUNTY OF	
On this day of, 19, appeared Name and Name, of Chicago Title and Trust	pefore me, the undersigned Notary Public, personally
Trust Company of Park Ridge, under that certain Trust Trust Number 988, and known to me to be authorized ag Mortgage and acknowledged the Modification to be the authority of its Bylaws or by resolution of its board of dire	Agreement dated September 7.1, 1979 and known as ents of the corporation that execut at the Modification of free and voluntary act and deed of the corporation, by ctors, for the uses and purposes therein mentioned, and diffication and in fact executed the Modification on behalf
Ву	Residing at
Notary Public in and for the State of	
My commission expires	

Property of Coot County Clerk's Office

**EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY, AS SUCCESSOR TRUSTEE** TO CHICAGO TITLE & TRUST CO., AS SUCCESSOR TRUSTEE TO FIRST STATE BANK & TRUST CO. OF PARK RIDGE, TRUSTEE UNDER TRUST #988 ATTACHED TO AND MADE A PART OF THE MODIFICATION OF MORTGAGE DATED MAY 1, 1997, TO HARRIS BANK.

It is expressly understood and agreed by and between the parties hereto, anything 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 Chicago Trust Company on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of logicald Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly walved and released.

Date:

JUNE 2, 1997

The Chicago Trust Company, as Trustee Under Trust No. 988

Assistant Vice Presider

Attest:

**Assistant Secretary** 

State of Illinois County of Cook

SS.

t, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President and Assistant Secretary of THE CHICAGO TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Virg 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Scal this JUNE 2, 1997

Notary Public. State of Illinois ly Commission Expires 10/7/99

**NOTARY PUBLIC** 

Exculpatory Clause w/Notary

Rev. 1/97

Property of Coot County Clert's Office

"OFFICIAL SEAL"

OLINTHA SMITH
Hong Falor State of Macon
Expect 1017 fer

# UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

05-01-1997 Loan No

Page 3

### LENDER ACKNOWLEDGMENT

COUNTY OF	known to me to be within and forego the said Lender, of sea therein mentlo	duly authorized by the Lender through its ned, and on oath stated that he or she is
Notary Public in and for the State of	Residing at	Corp. Commission Exp. 12/20/2000
ASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.23 (c) 199 (iL-G201 SHANPMP2.LN C3.OVL)	7 CFI ProServices	i, Inc. All rights reserved.

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### UNOFFICHALICOPY

Principal \$250,000.00	Loan Date 05-01-1997	Maturity 05-01-1998	Loan No	Call 04A0	Colleteral 620	Account	Officer Init	lais
References in !	ha shaded area are	for Lender's use	only and do not il	mit the applic	ability of this doc	ument to any partici	ilar loan or item.	

Borrower: Shantey Pump & Equipment, Inc.

2525 South Clearbrook Drive Arlington Heights, IL 60005

Lender: Harris Bank Arlington-Meadows

3250 Kirchoff Road

Rolling Meadows, IL 60008

This Exhibit "A" is attached to and by this reference is made a part of each Deed of Trust or Mortgage, dated May 1, 1997, and executed in connection with a loan or other financial accommodations between Harris Bank Artington-Meadows and Shanley Pump & Equipment, Inc..

### THEAL PROPERTY DESCRIPTION.

Unit Number 2153AD2, as delinested on a Survey of a parcel of land being a part of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 41 North, Range 10, East of the Third Principal Meridian, and the Northeast 1/4 of Section 25, Township 41 North, Range 10, East of the Third Principal Meridian (herrim)fler referred to as "Development Parcel") which survey is attached as Exhibit "A" to Declaration of Consorainium made by Central National Bank in Chicago, as Trustee under Trust Agreement Dated April 9, 1/24, and known as Trust Number 20534 recorded in the Office of the Recorder of Cook County, Mino/s as Document Number 22,925,344; together with a percentage of the common elements appurtenent of said Units, as set forth in said Declaration as amended from time to time, which percentage shall automatically change in accordance with Amended Declarations as same are filed of record to said Decisration, and together with additional common elements as such Amended Declarations are filed of record, in the parcentages set forth in such Amended Declaration which percentages shall automatically be deemed to be conveyed effective on the recording of such Amended Declaration as though conveyed hereby. PARCEL 2: A perpetual and exclusive easement in and to Garage Unit Number G2159fiD2, as defineated on survey attached as Exhibit "A" to Declaration of Condominium recorded as Document No. 22,925,244 and as set forth in amendments thereto recorded as document numbers 22.937.531; 22.939.426; 22.979.592, 22.068,564, 23.129,157 23,188,446, and 23,244,162; 23,317,082; 23,349,297; 23,418,882; 23,483,756; 23,524,819; 23,548,026; 23,587,318, 23,640,380; 23,671,415; 23,713,544; and 23,766,572. Clothis

THIS EXHIBIT "A" IS EXECUTED ON MAY 1, 1997. Beneficiary:

L. R. Shanley, Trustee of the Larry R. Shanley Living Trust u/a/d April 18, 1989

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