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RECORDATION REQUESTED BY:

HARRIS BANK
GLENCOE-NORTHBROOK, N.A.
333 PARK AVENUE
GLENCOE, IL 60022

97700213

WHEN RECORDED MAIL TO:

HARRIS BANK
GLENCOE-NORTHBROOK, N.A.
333 PARK AVENUE
GLENCOE, IL 60022

DEPT-01 RECORDING \$27.00
T#0012 TRAN 6775 09/23/97 11:02:00
#2192 # CG *-97-700213
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

H97028007

2700

This Modification of Mortgage prepared by: **LAURA VOGEL**
333 Park Avenue
Glencoe, Illinois 60022



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 31, 1997, BETWEEN HARRIS BANK GLENCOE-NORTHBROOK, N.A. AS TRUSTEE U/T/A DATED 04/25/97 AND KNOWN AS TRUST NO. L-434, as Trustee, (referred to below as "Grantor"), whose address is 333 PARK AVENUE, GLENCOE, IL 60022; and HARRIS BANK GLENCOE-NORTHBROOK, N.A. (referred to below as "Lender"), whose address is 333 PARK AVENUE, GLENCOE, IL 60022.

MORTGAGE. Grantor and Lender have entered into a mortgage dated October 20, 1990 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED ON 11/26/90 IN THE OFFICE OF COOK COUNTY RECORDER AS DOCUMENT NUMBER 90573326

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

LOT 28 IN DUNAS' FOREST CREST SUBDIVISION, BEING A SUBDIVISION OF PART OF LOT 6 IN THE COUNTY CLERK'S DIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 AND PART OF THE SOUTH 1/2 OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1150 TERRACE COURT, GLENCOE, IL 60022. The Real Property tax identification number is 05-06-103-014-0000.

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

EXTENDED 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, makers and endorser 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

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BOX 333-CTI

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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. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS L-434 AND DATED APRIL 25, 1990.

BORROWER:

HARRIS BANK GLENCOE-NORTHBROOK, N.A. AS TRUSTEE U/T/A DATED 04/25/90 AND KNOWN AS TRUST NO. L-434

By: Patricia Bielkwa, Trust Officer

THE PROVISIONS APPEARING ON THE ATTACHED PAGE ARE INCORPORATED HEREIN BY REFERENCE AND ARE HEREBY MADE A PART OF THIS DOCUMENT.

LENDER:

HARRIS BANK GLENCOE-NORTHBROOK, N.A.

By: Ramona L. Eder, ACP
Authorized Officer

CORPORATE ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

"OFFICIAL SEAL"
Laura E. Vogel
Notary Public, State of Illinois
My Commission Exp. 05/21/2001

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On this 30 day of AUGUST, 19 97, before me, the undersigned Notary Public, personally appeared PATRICIA BIELKWA, TRUST OFFICER of HARRIS BANK GLENCOE-NORTHBROOK, N.A. AS TRUSTEE U/T/A DATED 04/25/90 AND KNOWN AS TRUST NO. L-434, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Laura E. Vogel Residing at _____

Notary Public in and for the State of Illinois

My commission expires 5/21/2001

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LENDER ACKNOWLEDGMENT

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, 19 _____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____ 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 _____

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[IL-G201 HLCKLEW1.LN L2.OVL]

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EXCULPATORY RIDER

This instrument is executed by the Harris Bank Glencoe-Northbrook, N.A. as Trustee under the provisions of a Trust Agreement dated 4/25/90 and known as Trust no. L-434, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Bank Glencoe-Northbrook, N.A. warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Bank Glencoe-Northbrook, N.A. in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Bank of Glencoe-Northbrook, N.A. on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existing Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

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