

COOK COUNTY
RECORDER
JESSIE WATKINS
MARKET OFFICE

MORTGAGE LOAN MODIFICATION AGREEMENT

WHEREAS, FIRST UNITED BANK, loaned KRAUSE MANAGEMENT, INC. the sum of TWO HUNDRED THOUSAND DOLLARS AND NO/100 CENTS (\$200,000.00) as evidenced by a Promissory Note (herein referred to as "Note") dated July 23, 1996;

WHEREAS, FIRST UNITED BANK, as Trustee under Trust Agreement dated June 6, 1996 and known as Trust Number 1792 ("Mortgagor") executed a certain mortgage ("Mortgage") dated July 23, 1996 and recorded as Document No. 96583401 with the Cook County Recorder;

WHEREAS, the Mortgagor wishes to modify the Promissory Note and Mortgage to increase the borrowing from \$200,000.00 to \$450,000.00;

WHEREAS, the Note has a revolving line feature.

Now, therefore, in consideration of the terms and conditions herein stated and other good and valuable consideration, it is agreed by the undersigned parties as follows:

- 1.) The face amount of the Promissory Note be increased from \$200,000.00 to \$450,000.00, interest rate is modified from base rate of First United Bank plus 1/2% to base rate of First United Bank plus 1/4%, repayment terms remain unchanged.
- 2.) The legal description of the real estate which is the subset of the Mortgage and Note is as follows:

Lots 31 and 32 in Block 13 in Butterfield Subdivision of Lots 1 and 2, 3 and 6 Krueger's Subdivision of the Northeast 1/4 of Section 30, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**Common Address: 12127 S. Paulina, Calumet Park, IL 60463
Permanent Tax ID: 25-30-215-011-0000 & 25-30-215-012-0000**

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- 3.) The Mortgage is hereby modified by amending the paragraph captioned "Indebtedness" to read as follows:

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. **Specifically, without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Borrower under the Note, but also any future amounts which Lender may advance to Borrower under the Note within twenty (20) years from the date of this Mortgage. Under this revolving line of credit, Lender may make advances to Borrower so long as Borrower complies with all the terms of the Note and Related Documents. At no time shall the principal amount of the Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$900,000.00.**

- 4.) Excepting the foregoing changes, all other terms and conditions contained in said Mortgage not specifically herein modified, shall remain in full force and effect.

THIS AGREEMENT is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by FIRST UNITED BANK, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, not shall at any time be asserted or enforced against, FIRST UNITED BANK, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal Note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interests notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Signed, sealed, and delivered this 29th day of September, 1997.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that W. Anthony Kopp of FIRST UNITED BANK and Robert J. Kennedy of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Senior Vice President and Vice President, 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, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said W. Anthony Kopp then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 30 day of September, 1997.

Notary Seal
Dorothy R. Rock
Notary Public, State of Illinois
Commission Expires 9-28-99

[Signature]
Notary Public

This instrument prepared by:
FIRST UNITED BANK (G. Cotrano)
7626 W. Lincoln Highway
Frankfort, IL 60423
570950-22940

[Handwritten mark]

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