4918/0010 37 001 1997-12-26 09:07:20 Cook County Recorder 25,50

### RECORDATION REQUESTED BY:

First of America Bank - Illinois, N.A. 325 North Milwaukee Avenue Libertyville, IL. 60048

#### WHEN RECORDED MAIL TO:

First of America Bank - Illinois, N.A. 325 North Milwaukee Avenue Libertyville, IL 60048

### SEND TAX NOTICES TO:

First of America Bank - Illinois, N.A. 325 North Milwaukee Avenue

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

First of America Bank - Illinois, N.A. One Old Capitol Plaza North

One Old Capitol Plaza North Springfield, Illinois 62701

\*The Northern Trust Company,

Successor by Merger to

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 16, 1997, BETWEEN NORTHERN TRUST BANK/LAKE FOREST NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 17, 1987 AND KNOWN AS TRUST NO. 8339, whose address is 265 EAST DEERPATH, LAKE FOREST, IL 60440 (referred to below as "Grantor"); ; and First of America Bank - Illinois, N.A. (referred to below as "Lender"), whose address is 325 North Milwaukee Avenue, Libertyviii, IL 60048.

MORTGAGE. Grantor and Lender have entered into a mortgage dated August 14, 1997 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED 10-28-97

AS DOCUMENT NO.

IN COOK COUNTY,

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

LOT 6 IN GRAY PROPERTIES 159TH STREET COMMERCIAL SUBDIVISION CF THE NORTH 650 FEET OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 23, TOWNSHIP 26 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART DEEDED TO THE COMMONWEALTH EDISON COMPANY) AND EXCEPT THAT PART PREVIOUSLY DEDICATED FOR HIGHWAY PURPOSES, ACCORDING TO THE PLAT THEREOF RECORDED JULY 31, 1987 AS DOCUMENT 87421369 IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 8201 159TH STREET, TINLEY PARK, IL 60477. The Real Property tax identification number is 27-23-200-003-0000.

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

THE PRINCIPAL AMOUNT SECURED BY THE MORTGAGE OF SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$700,000,00) IS MODIFIED TO THE SUM OF THREE MILLION TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$3,025,000,00).

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain punchanged 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

## MODIFICATION OF MORTGAGE

(Continued)

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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.

**GRANTOR:** 

\*Northern trust bank/lake forest national association as trustee under trust agreement DATED AUGUST 17, 1987 AND KNOWN AS TRUST NO. 8339 and not personally or individually

AUTHORIZED SIGNER

AUTHORIZED SIGNER

Exoneration provision restricting any liability of the Northern Trust Company eitner stamped on the reverse side hereof or attached hereto. is incorporated herein.

LENDER:

First of America Blink - Illinois, N.A.

Sount Clork It is expressly unclossfood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that much and all of the warrenties, indemnities, representations, covenants, undertakings and agreements herein made on tile part of the Trustee while in form purporting to be the warranties, indomnities, representations, covenants, undertakant and agreements, of said Tructee are nevertheless such and every one of them made and intended not as personal executive, incommittee representations, coverants, undoitakings and agreements by the Trustee or for the purpose or with Do investiges of binding and Trunton personally but are made and intended for the purpose of Linding only that portion of the trust proparly apscifically described behalfs, and this matrument is executed and delivered by said trustce not in its own right, test is listy in the exercise of the powers conforced upon it as Trustee; and that he personal liability or personal responsibility is assumed by not shall at any time be asserted or enforcenble against The Northern Trust Company or any of the benuficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, Indomnity, representations, coverent, undertaking or agriciment of the said Trustile whether or not in this instrument contained, either expressed or implied, at such personal hability, if any being expressly waived and released,

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(Continued)

## CORPORATE ACKNOWLEDGMENT

STATE OF Thineis	)
	) 88 PESGY PETERS SECOND VICE PRESIDENT
COUNTY OF Lake	1. JEANETTE E AMOUNTED
On this 16th day of September, 19 97, before me, the undersigned Notary Public, personally appeared AUTHORIZED SIGNER; and AUTHORIZED SIGNER of NORTHERN TRUST BANK/LAKE FOREST NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 17, 1987 AND KNOWN AS TRUST NO. 8339, and known to me	
to be authorized eigents of the corporation that execute	d the Modification of Mortgage and acknowledged the
Modification to be the free and voluntary act and deed resolution of its board of directors, for the uses and put	
are authorized to execute this Modification and in fact ex	scuted the Modification on behalf of the corporation.
By Sachard Elect	Residing at Whistonice Dec
Notary Public in and for the State of	
BARBARA'A'	TRENT TE OF ILLINOIS
LENDER ACKITOWLEDGMENT	
STATE OFIllinois	46.
	1 83
COUNTY OF Lake	
On this 17th day of September, 19 97, before me, the undersigned Notary Public, personally appeared Michael J. Murphy and known to me to be the Commercial Loan Officer.	
appeared Michael J. Murphy and kn	own to me to be the Commercial Loan Officer
authorized agent for the Lender that executed the wit instrument to be the free and voluntary act and deed of	nin and foregoing instrument and acknowledged said the said Landar, duly authorized by the Lander through
its board of directors or otherwise, for the uses and pur	poses 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 British Villente	Residing at
Notary Public in and for the State of Manager	
My commission expires 6/6/99	Barbara J. Lincke
	Notary Public, State of Illinois ?  My Commission Expires 06/06/99 ?

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