

# UNOFFICIAL COPY

17-1078304-1.0

: DEPT-01 RECORDING \$27.50

: T#0008 TRAN 4359 03/10/97 15:59:00

: #2528 B.J # -97-162675  
: COOK COUNTY RECORDER

MORTGAGE  
CORPORATE BORROWER

97162675

## MORTGAGE MODIFICATION AGREEMENT

WHEREAS, DOWNERS GROVE NATIONAL BANK, a national banking association, loaned EAGLE EYE CONSTRUCTION CO. INC. the sum of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$ 750,000.00), as evidenced by a note, and secured by a mortgage signed by DOWNERS GROVE NATIONAL BANK AS TRUSTEE UNDER TRUST #93-237 DATED 04/22/93 and delivered on DECEMBER 17, 1996, which document is duly recorded in the office of the Recorder of Deeds, COOK County, Illinois, as Document No. 97-022448, which note and mortgage or trust deed in the form of a mortgage are hereby incorporated herein as a part of this instrument, and

97162675

WHEREAS, the property is legally described as follows:

: DEPT-01 RECORDING \$27.50  
: T#0008 TRAN 4363 03/10/97 16:25:00  
: #2548 B.J # -97-162675  
: COOK COUNTY RECORDER

See Exhibit "A" attached.

WHEREAS, the undersigned owner of said premises, desires a modification of the terms of said loan and said DOWNERS GROVE NATIONAL BANK, has agreed to the terms of said loan modification as herein stated; and

WHEREAS, the parties desire to restate the modified terms of said loan so that there shall be no misunderstanding of the matter,

THEREFORE, it is hereby agreed that, as of the date of this Agreement, the unpaid balance of

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2/27/97

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February 10, 1997

said indebtedness is OF UP TO ONE MILLION AND NO/100 (DOLLARS) (\$1,000,000), all of which the undersigned promises to pay with interest at PRIME + 1.5 percent per annum until paid, and that the same shall be payable in the amount of INTEREST ONLY, PAYABLE MONTHLY beginning on MARCH 30, 1997, to be applied first to interest, and the balance to principal. Any remaining unpaid principal and interest shall become due in full at maturity. This indebtedness is confirmed by a renewed and increased note for \$1,000,000 dated February 10, 1997.

It is further agreed that all terms and conditions contained in said note and mortgage not herein specifically modified, shall remain in full force and effect.

Signed, sealed and delivered this 10th day of February, 1997.

  
**DOWNERS GROVE NATIONAL BANK**  
**AS TRUSTEE UNDER TRUST #93-237**

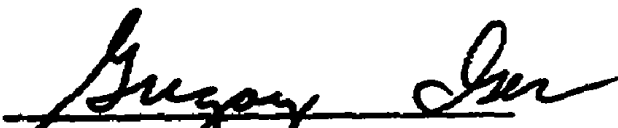
**Deputy Vice President and Trust Officer**  
**DOWNERS GROVE NATIONAL BANK, as Mortgagee**

This document is signed by Downers Grove National Bank, not individually, but solely as Trustee under Trust Agreement mentioned in said document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this document shall be payable only out of any Trust property which may be held hereunder, except to the extent that such claims rest upon Downers Grove National Bank personally, or as Trustee, to the extent of the earnings, a.s.d. or proceeds of any real estate in said Trust. Said Trustee shall not be liable for the violation or performance of any of the terms and conditions of this document or for the validity or condition of the title of said property or for any agreement or contract entered into by any and all personal liability of the Downers Grove National Bank hereunder, or by its officers, directors and representatives of each and are those of the said bank, its officers, directors and representatives of each and shall not in any way be deemed the responsibility and liability of Downers Grove National Bank. The Trustee's exoneratory clause shall be controlling in the event of conflict of terms created by the documents executed by Downers Grove National Bank, as Trustee.

BY: Charles E. Anderson, Sr., VP

## CONSENT TO LOAN MODIFICATION

The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or obligors, including any original unreleased borrower or borrowers hereby consent to the foregoing loan modification.

  
**GREGORY ISER**

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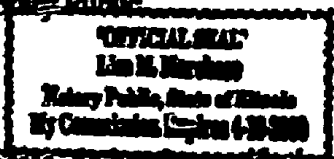
STATE OF ILLINOIS  
COUNTY OF DePage

I, The undersigned, a Notary Public in and for said County and State, do hereby certify that Gregory O. Volkert, TRUSTEE of Downers Grove National Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, 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 Trustee then and there acknowledged that Jim 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 notarial seal this 10th day of February 19 97

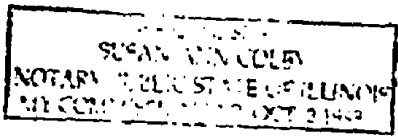
Jim M. Karls  
Notary Public

STATE OF ILLINOIS  
COUNTY OF DePage



I, the undersigned, a Notary Public in and for said County and State, do hereby certify that CHARLES E. SMITH, SENIOR VICE PRESIDENT of DOWNERS GROVE NATIONAL BANK, a national corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being duly authorized, signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of February 19 97

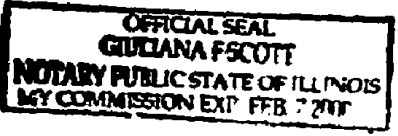


Susan Ann Coley  
Notary Public

STATE OF ILLINOIS  
COUNTY OF DePage

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that GREGORY ISER personally known to me to be the same person(s) whose name IS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of February 19 97



G. Scott  
Notary Public

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972-222-7000

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**LOT 18 IN EAGLE'S NEST UNIT 2 RESUBDIVISION OF OUTLOT A IN EAGLE'S NEST OF TINLEY PARK - UNIT 1, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SE 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**P.I.N. 28-31-401-031**

**PROPERTY COMMONLY KNOWN AS: 18231 EAGLE DRIVE, TINLEY PARK, IL  
18233 EAGLE DRIVE, TINLEY PARK, IL  
18235 EAGLE DRIVE, TINLEY PARK, IL  
18237 EAGLE DRIVE, TINLEY PARK, IL**

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DETAILS 

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