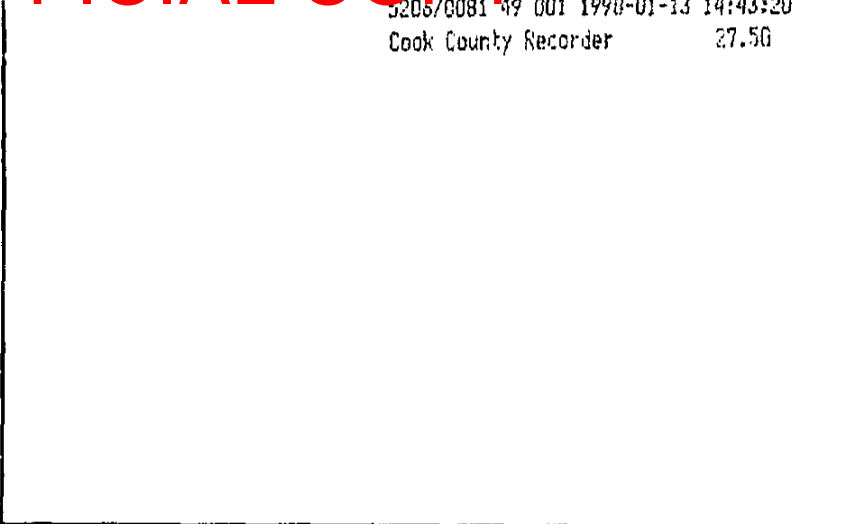


**Success National Bank
Mortgage Modification
Agreement**

Prepared By: Michael Silverstein
1020 Milwaukee Avenue
Deerfield, Illinois 60015

CLERK
75227 CC



The above space for RECORDER'S USE ONLY

First Mortgage Modification Agreement

Whereas, Cole Taylor Bank as successor trustee to Glenview State Bank, not personally but as Trustee under a Trust Agreement dated October 15, 1971 and known as Trust Number 802, (the Mortgagor) whose address is 350 East Dundee Road, Wheeling, Illinois and *Success National Bank*, a National Banking Association (the Mortgagee) whose address is One Marriott Drive, Lincolnshire, Illinois, entered into a Mortgage dated July 1, 1996, recorded with the Cook County Recorder of Deeds July 12, 1996 as document Number 96531844;

And Whereas, said Mortgage was given as collateral security in consideration of a Revolving Credit Promissory Note dated July 1, 1996 (the "Revolving Note") by and between Doetsch Bros. Co., an Illinois corporation, Robert J. Doetsch, Margaret H. Doetsch, Thomas L. Doetsch and Robert J. Doetsch, Jr. (collectively and individually the "Maker") and the Mortgagee:

And Whereas, the Maker and the Mortgagee are desirous of renewing and increasing the Revolving Note on November 1, 1997;

And Whereas the Mortgagor and Mortgagee are desirous of Modifying said Mortgage:

Now therefore in good consideration the Mortgage is modified as follows:

The third paragraph on page one of the Mortgage wherein the Note is described shall read as follows:

WHEREAS, Doetsch Bros. Co., an Illinois corporation, Robert J. Doetsch, Margaret H. Doetsch, Thomas L. Doetsch and Robert J. Doetsch, Jr. (Herein collectively called "Maker") have concurrently herewith executed and delivered a Revolving Credit Promissory Note (herein called the "Revolving Note") bearing even date herewith payable to the order of Mortgage in the original principal amount of FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000.00) bearing interest at the rate specified therein, and a Renewal Promissory Note (herein called the "Renewal Note") dated July 1, 1996, payable the to order of the Mortgagee in the original principal amount of TWO HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED NINETEEN AND 47/100 DOLLARS (\$252,819.47), bearing interest at the rate specified therein (the Revolving Note and the Renewal Note are hereinafter collectively referred to as the "Notes"); and

UNOFFICIAL COPY

Property of Cook County Clerk's Office

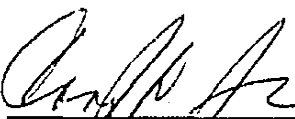
Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Mortgagee to this Modification does not waive Mortgagee's right to require strict performance of the Mortgage as changed above nor the obligate Lender to make any future modifications. Nothing in this Modification shall constitute satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Mortgagee 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 Mortgagee 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 person signing below acknowledge that this Modification is given conditionally, based on the representation to Mortgagee the non-signing person consents to the changes and provision 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.

This First Mortgage Modification Agreement is executed by the undersigned as trustee, not personally but as a Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, (and said Trustee, hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that that nothing herein or in said note contained shall be construed as creating any liability on the said Trustee personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right to security hereunder, and that so far as the said Trustee personally is concerned, the legal holder or holders of the of the said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or co-maker, if any.

In witness whereof signed this first day of November, 1997.

Mortgagee:
Success National Bank

Mortgagor:
Cole Taylor Bank as successor Trustee to
Glenview State Bank, not personally but as
Trustee under a Trust Agreement dated
October 15, 1971 and known as Trust
Number 802

By: 
Candy S. Logurato, Vice President

By: 
Trust Officer V.P.

Attest: 
Trust Officer

UNOFFICIAL COPY

Property of Cook County Clerk's Office

PROPERTY OF CLERK'S OFFICE

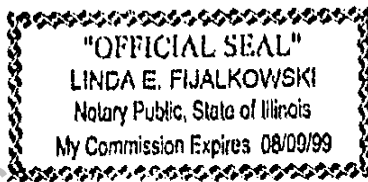
STATE OF ILLINOIS)
)SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of the **Cole Taylor Bank**. Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said officers than and there acknowledge that the said officers, as custodian of the corporate seal of said Company caused the corporate seal of said Company to be affixed to said instrument as said officers own free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my own hand and Notarial Seal this 14th day of November 1997.




Notary Public



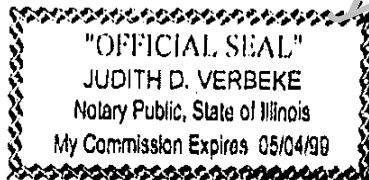
STATE OF ILLINOIS)
)SS
COUNTY OF Lake)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **Candy S. Logiurato** personally known to me to be the **Vice President of Success National Bank**, a National Banking Association, and personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such **Vice President** she signed and delivered the said instrument as **Vice President** of said association, and caused the seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said association, as the free voluntary act, of said association for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of November 1997.



Notary Public



UNOFFICIAL COPY

Property of Cook County Clerk's Office

LEGAL DESCRIPTION:

PARCEL 1:

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THE EAST 989.57 FEET AS MEASURED ALONG THE SOUTH LINE) (EXCEPT THAT PART CONVEYED TO THE CITY OF PROSPECT HEIGHTS FOR ROAD BY DEED RECORDED ON OCTOBER 8, 1987 AS DOCUMENT 87547388) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 334 FEET OF THE NORTH 1/2 OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 24 (EXCEPT THAT PART LYING NORTH OF THE SOUTH LINE OF PALATINE ROAD), ALL IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART CONVEYED TO CITY OF PROSPECT HEIGHTS FOR ROAD BY DEED RECORDED ON OCTOBER 8, 1987 AS DOCUMENT 87547388) ALL IN COOK COUNTY, ILLINOIS.

TAX NUMBER: 03-24-101-009

TAX NUMBER: 03-24-101-012

TAX NUMBER: 03-24-101-013

800 WAUKEGAN ROAD
GLENVIEW, IL

REC'D

Office of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office