

UNOFFICIAL COPY

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1999-07-27 14:41:02  
Cook County Recorder 27.50



99715853

DATE: June 30, 1999

This instrument prepared by: Renate Marquardt

and please return to: Royal American Bank  
1604 Colonial Parkway  
Inverness, IL 60067  
ATTN: SANDY BELVEDERE



COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
ROLLING MEADOWS

P.I.N. NUMBERS: 07-14-200-051-1001

COMMONLY KNOWN AS: 957 Plum Grove Road  
Schaumburg, Illinois 60173

MODIFICATION OF REAL ESTATE MORTGAGE, ASSIGNMENT OF RENTS,  
AND SECURITY AGREEMENT

THIS INSTRUMENT is a Modification of Real Estate Mortgage, Assignment Of Rents, and Security Agreement ("Modification") made as of this 30th day of June, 1999, by and between American National Bank and Trust Company of Chicago, not personally, but as Trustee, under Trust Agreement dated March 2, 1994 and known as Trust Number 118019-09 ("Borrower") and Royal American Bank, a state banking association ("Bank").

RECITALS:

A. On April 15, 1994, Borrower and Bank entered into a Mortgage Note ("Agreement") pursuant to which Borrower executed and delivered to Bank a Real Estate Mortgage, Assignment of Rents, and Security Agreement and UCC-2 Financing Statement ("Mortgage") of even date which was recorded with the Cook County Recorder of Deeds on April 18, 1994 as Document No. 94345645;

B. Borrower has requested Bank to make an additional loan. Bank is willing to do so on the following terms and conditions:

AGREEMENT:

NOW THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Bank agrees to make an additional loan in the amount of \$20,000.00 to be evidenced by a promissory note of even date herewith ("Note No. 2") executed and delivered by Borrower. Borrower agrees that all of its obligations evidenced by the Note No. 2 are secured by the Mortgage and any and all other sums which may at any time be due, owing or required pursuant to the Note No. 2 shall be deemed to be Indebtedness Hereby Secured as provided in the Mortgage.

This Modification shall be effective upon Lender's receipt of this Modification executed by the parties hereto and the following documents and items:

A duly executed Note;

A Guaranty by John F. Ripinger of Borrower's obligations under the Note No. 2.

Borrower hereby affirms its obligations to pay Lender the outstanding indebtedness of the Loan evidenced by the Agreement, Notes described therein and the Note No. 2 and to perform all covenants and conditions contained in the Mortgage, Agreement, and any other document evidencing or securing the Loan.

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Officers the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
as Trustee, as aforesaid, and not personally,

By Annette N. Brusca  
Vice President

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify Annette N. Brusca an officer of American National Bank and Trust Company of Chicago personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and seal this (date) **8th day of July, 1999.**

Joan M. Meikel  
NOTARY PUBLIC



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EXHIBIT A

LEGAL DESCRIPTION:

**PARCEL 1:**

UNIT NUMBER 1 IN WOODFIELD LAKE OFFICE COURT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25442271 AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBERS 35600 AND 36713 AND LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 101043 DATED MARCH 16, 1981 AND RECORDED MARCH 24, 1981 AS DOCUMENT NUMBER 25815749, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office