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Mail to:

This document was prepared by:  
AMCORE BANK, N.A., ROCKFORD  
501 SEVENTH ST.  
P.O. Box 1537  
ROCKFORD, Illinois 61110-0037

99315660

4135/0021 03 001 Page 1 of 4  
1999-04-01 09:50:38  
Cook County Recorder 27.00



RETURN TO:  
1950 BIG TIMBER RD.  
ELGIN, IL 60123

(Space above this line for recording purposes)

**MODIFICATION AGREEMENT**  
to a Promissory Note(s)  
and to a Mortgage held by  
AMCORE BANK, N.A., ROCKFORD

Handwritten signature: *Bank*

77-26-443 JTD CTI

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is March 24, 1999, and the parties are the following:

**MORTGAGOR OF PROPERTY/BORROWER:**  
WOODLAND MEADOWS TRUST # 1  
a trust  
558 McLean Blvd.  
Elgin, IL 60123  
Tax I.D. # 36-7215905

**BANK:**  
AMCORE BANK, N.A., ROCKFORD  
a national banking association  
501 SEVENTH ST.  
P.O. Box 1537  
ROCKFORD, Illinois 61110-0037  
Tax I.D. # 36-1256873  
Branch No. 013  
(as Mortgagee)

2. BACKGROUND. Borrower executed a promissory note payable to the order of Bank dated February 27, 1999, (Note) evidencing a loan (Loan) which Note is further described as follows: Note number 30133-009, in the principal amount of \$442,283.00, and payable on September 30, 2000. As of the date of this Agreement, the principal balance on the Note is \$443,283.00, and the accrued interest is \$901.36. The total amount currently due on the Note is \$444,184.36. Borrower and Bank hereby agree to modify the Note on the terms contained in this Agreement.

3. SECURITY. This Agreement is secured by the following type(s) (or items) of property (Collateral):

**Real Estate**

The real property portion of the Collateral includes the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

The term "Collateral" further includes, but is not limited to, the following property, whether now owned or hereafter acquired, and whether or not held by a bailee for the benefit of the Owner or owners, all: accessions, accessories, additions, fittings, increases, insurance benefits and proceeds, parts, products, profits, renewals, rents, replacements, special tools and substitutions, together with all books and records pertaining to the Collateral and access to the equipment containing such books and records including computer stored information and all software relating thereto, plus all cash and non-cash proceeds and all proceeds of proceeds arising from the type(s) (items) of property listed above.

This Agreement is secured by the following described real estate documents: Mortgage, Assignment of Rents and Security Agreement

**BOX 333-CTI**

dated March 31, 1998 in the amount of \$478,000.00 recorded in Cook County as Document # 98312952 on property located at Bode and Rohrson Rds., Elgin, IL; This Mortgage references two Promissory Notes: 1) Draw Note in the amount of \$378,000.00 and 2) Revolving Draw Note in the amount of \$100,000.00

4. MODIFICATION. The terms and conditions of the loan (Loan) are hereby modified to read as follows:

**Borrower has received additional funds in the principal amount of \$50,000.00. The principal amount of Note # 1 above described and additional funds have been combined and the new combined loan in the amount of \$493,283.00 is evidenced by a new note (Note) dated March 24, 1999 and is to be fully repaid on or before September 30, 2000. Said Note is secured by the Property pursuant to the terms of the Mortgage.**

5. COVENANTS AND WARRANTIES BY MORTGAGOR. Mortgagor affirmatively represents, warrants and covenants:

- A. that Mortgagor has good and marketable title to all of the Property; and
- B. that the Property is subject to no outstanding liens or other encumbrances, except: Mortgage, Assignment of Rents and Security Agreement dated December 31, 1997 in the amount of \$304,000.00 recorded in Cook County as Document # 98025624 on property located at Bode and Rohrson Rds., Elgin, IL

6. YEAR 2000 COMPLIANCE. As of the date of this Agreement, Borrower has assessed the risk of Year 2000 noncompliance and has formulated, approved, and implemented a comprehensive business plan (Year 2000 Plan) to meet "Year 2000 requirements." "Year 2000 requirements" include analyzing, programming, and testing all of Borrower's information technology systems to accurately process date and time data, including, but not limited to, calculating, comparing, and sequencing functions. "Year 2000 requirements" apply to all systems or processes that directly or indirectly affect Borrower's business, such as accounting and processing procedures, as well as basic electronic devices that are necessary to facility management, such as security systems, elevators, and telephones. Borrower's Year 2000 Plan includes an allocation of resources toward meeting Year 2000 requirements, an inventory of all affected systems, processes to assess and prepare for the interaction of Borrower's systems with external systems, periodic testing and evaluation of progress under Borrower's Year 2000 Plan, and contingency arrangements for Year 2000 failure, either by Borrower or Borrower's partners, affiliates, vendors, or customers.

Borrower will take all measures necessary to fulfill the requirements of Borrower's Year 2000 Plan and meet all Year 2000 requirements as specified above. Borrower agrees to make Borrower's Year 2000 Plan available to Bank, if requested, and will keep Bank informed of progress made under Borrower's Year 2000 Plan. Borrower will immediately notify Bank of any actual or anticipated delays in meeting dates designated in Borrower's Year 2000 Plan or failure to accomplish any objectives of Borrower's Year 2000 Plan. Borrower will allow Bank, or a third party Bank designate, reasonable access to Borrower's information technology systems for the purpose of determining progress made under Borrower's Year 2000 Plan. Borrower agrees that Bank has no responsibility for managing, advising, or executing any of Borrower's efforts to comply with Year 2000 requirements of Borrower's Year 2000 Plan.

7. CONFESSION OF JUDGMENT. In addition to Bank's remedies contained in the Note or any other document evidencing this Loan, Borrower authorizes any attorney at law to appear in any state or federal court of record, waive issuance and service of process, and confess judgment against Borrower, jointly or severally, in favor of Bank, for any sum unpaid and due on this Loan, together with interest, collection costs and costs of suit, and thereupon to release all errors and waive all rights of appeal and stay of execution.

8. CONTINUATION OF ALL OTHER TERMS AND CONDITIONS. This Agreement shall operate as a modification only and shall relate back to the execution and delivery of the original Note. All other terms and conditions of this Loan contained in the loan documents not specifically referred to and modified herein continue in full force and effect, and Borrower hereby ratifies and confirms the security, priority and enforceability of each document securing the Loan.

9. COLLATERAL PROTECTION INSURANCE NOTICE. Unless Borrower provides Bank with evidence of the insurance coverage required by Borrower's agreement with Bank, Bank may purchase insurance at Borrower's expense to protect Bank's interests in Borrower's Collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Bank purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Collateral. Borrower may later cancel any insurance purchased by Bank, but only after providing Bank with evidence that Borrower has obtained insurance as required by Borrower's agreement with Bank. If Bank purchases insurance for the Collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Bank may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be more than the cost of the insurance Borrower may be able to obtain on Borrower's own.

10. RECEIPT OF COPY. Borrower acknowledges receiving a copy of this Agreement.

MORTGAGOR/BORROWER:

WOODLAND MEADOWS TRUST # 1

By:

LEO M. FLANAGAN JR.  
As Trustee

APPROVED: March 24, 1999

BANK:

AMCORE BANK, N.A., ROCKFORD  
a national banking association

[Corporate Seal\*]

By: Carol A. Donahue  
CAROL A. DONAHUE, ASST. VICE PRESIDENT

Attest

(\*Corporate seal may be affixed, but failure to affix shall not affect validity or reliance.)

STATE OF Illinois ss:

COUNTY OF Kane

On this 24th day of March, 1999, I, Kathleen M. Luebke, a notary public, certify that LEO M. FLAHERTY JR., as Trustee, for WOODLAND MEADOWS TRUST # 1, 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 (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires:  
9/10/01

**"OFFICIAL SEAL"**  
KATHLEEN M. LUEBKE  
Notary Public, State of Illinois  
My Commission Expires 09/10/01

Kathleen M. Luebke  
NOTARY PUBLIC

STATE OF Illinois ss:

COUNTY OF Kane

On this 24th day of March, 1999, I, Kathleen M. Luebke, a notary public, certify that CAROL A. DONAHUE, ASST. VICE PRESIDENT, of AMCORE BANK, N.A., ROCKFORD, a national banking association, 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 (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires:  
9/10/01

Kathleen M. Luebke  
NOTARY PUBLIC

THIS IS THE LAST PAGE OF A 3 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.  
**"OFFICIAL SEAL"**  
KATHLEEN M. LUEBKE  
Notary Public, State of Illinois  
My Commission Expires 09/10/01

# UNOFFICIAL COPY

99315660

## EXHIBIT "A"

This EXHIBIT "A" is referred to in and made a part of that certain Modification Agreement dated March 24, 1999, by and between the following parties:

**MORTGAGOR OF PROPERTY/BORROWER:**

**WOODLAND MEADOWS TRUST # 1**

a trust  
558 McLean Blvd.  
Elgin, IL 60123  
Tax I.D. # 36-7215905

**BANK:**

**AMCORE BANK, N.A., ROCKFORD**

a national banking association  
501 SEVENTH ST.  
P.O. Box 1537  
ROCKFORD, Illinois 61110-0037  
Tax I.D. # 36-1256873  
Branch No. 013  
(as Mortgagee)

The properties hereinafter described are those properties referred to in this Agreement as being described in Exhibit "A":

That part of the Northeast 1/4 of Section 17, Township 41 North, Range 9 East of the Third Principal Meridian described as follows: Commencing at the Southeast corner of Lot 3 in County Clerks Subdivision of Lands, Document 2227308 in Cook County, Illinois, thence Southerly along the East line in said Section 17, 66.0 feet thence Westerly along a line parallel to and 66 feet (measured at right angles) South of the South line of said Lot 3 and said South line extended Westerly 915.1 feet thence Southerly at an angle of 93 degrees 16 minutes measured clockwise from last described course 705 feet, thence Westerly at an angle of 93 degrees, 16 minutes measured counter clockwise, from last described course and parallel with Westerly extension of the South line of said Lot 3, 1459.85 feet to the place of beginning thence continuing Westerly along the last described course 312.25 feet to the West line of the Northeast 1/4 said Section 17, thence Southerly along the West line of the Northeast 1/4 of said Section 696.2 feet to center said Section 17, thence Easterly along the South line of the Northeast 1/4 of said Section 312.0 feet, thence Northerly parallel with the West line of said Northeast 1/4 of Section 701.9 feet to the place of beginning, in Cook County, Illinois PIN: 06-17-200-029-0000 and 31-01-107-026-0000 Common Address: Bode and Rohrson Rds., Elgin, IL