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2001-01-23 11:18:38
Cook County Recorder 31.00

PREPARED BY AND AFTER
RECORDING RETURN TO:

LaSalle Bank National Association
135 South LaSalle Street
Chicago, Illinois 60603
Attn: David Hojnacki



PERMANENT INDEX NUMBER:

17-09-258-010
17-09-258-011
17-09-258-012

PROPERTY ADDRESS:

212 W. Kinzie Street
Chicago, Illinois

7851651 92

FIRST MODIFICATION OF MORTGAGE AND
ASSIGNMENT OF RENTS AND LEASES

RS

This Agreement entered into as of December 1, 2000 by and between COSMOPOLITAN BANK AND TRUST, not personally but solely as trustee under trust agreement dated August 11, 1960 and known as Trust No. 10123 (the "Trustee"), ARNIS KINS and JOHN KINS (the "Beneficiary") (collectively, the Trustee and Beneficiary are hereinafter referred to as the "Mortgagor") and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois 60674.

RECITALS:

A. Mortgagor executed a Revolving Credit Mortgage, Assignment of Rents and Leases, Security Agreement and Financing Statement (the "Mortgage") dated March 20, 2000 and recorded on April 10, 2000 as Document No. 00-250458 in the Office of the Cook County Recorder of Deeds (the "Recorder's Office") and encumbering certain property commonly known as 212 West Kinzie Street, Chicago, Illinois, and as more particularly described in Exhibit A attached hereto (the "Premises");

B. The Mortgage secures the following:

(i) Mortgage Note dated March 20, 2000 signed by Trustee in the original principal amount of \$1,552,540; and

BOX 333-CT1

(ii) Revolving Note dated March 20, 2000 signed by Cook Associates, Inc. in the principal amount of \$250,000, which note is being amended concurrently herewith by a Revolving Note of even date in the amount of \$650,000 (collectively, which such notes, together with any and all extensions, renewals and modifications thereof and substitutions therefor, are referred to herein as the "Note");

C. Mortgagor desires hereby to amend the Mortgage and the Assignment to reflect the amendment of the Note as described above.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Note Secured. (a) The term "Note", as defined in each of the Mortgage and Assignment, is hereby amended to be the Note as defined herein.

(b) Mortgagor expressly agrees that the Mortgage and Assignment secure the Note, any and all extensions, renewals and modifications thereof and substitutions therefor, and any other sums, liabilities or indebtedness as set forth in the Mortgage or the Assignment.

2. Continuing Effect. All the terms of the Mortgage and Assignment are hereby incorporated by reference herein, and the Mortgage and Assignment, except as hereby modified, shall remain in full force and effect in all respects. Mortgagor, by execution of this Agreement, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and Assignment.

3. Exculpation. This First Modification of Mortgage and Assignment of Rents and Leases is executed by COSMOPOLITAN BANK AND TRUST (the "Trustee"), not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and the Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on the Trustee personally hereunder, or to perform any covenant either express or implied herein contained, all such liability, of any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and the Trustee personally are concerned, the legal holder or holders of the Note and the owner or

owners of the indebtedness accruing hereunder shall look solely to the premises secured by the Mortgage for the payment thereof, by the enforcement of the lien created thereby, in the manner herein and in the Note provided or by action to enforce the personal liability of any other maker of the Note, any guarantor or other obligor of the indebtedness secured hereby.

IN WITNESS WHEREOF, this Agreement has been duly executed the day and year first above written.

ATTEST:

COSMOPOLITAN BANK AND TRUST,
as trustee as aforesaid and not personally
u/t/d 08-11-60 a/k/a Trust #10123

By: [Signature]
Its: Asst. Vice President/Trust Officer

By: [Signature]
Its: SR Vice President/Trust Officer

[Signature]
ARNIS KINS

[Signature]
JOHN KINS

LASALLE BANK NATIONAL
ASSOCIATION

By: [Signature]
Its: Assistant Vice President

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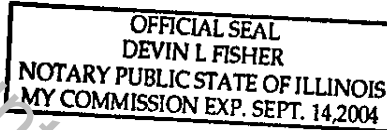
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that J. Mark Shapland and Todd W. Cordell, AVP/TO of COSMOPOLITAN BANK AND TRUST, not personally but as trustee under trust agreement dated August 11, 1960, and known as Trust No. 10123, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VP/Trust Officer and AVP/TO, respectively, 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 corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of December, 2000.

[Signature of Devin L Fisher]
Notary Public

My Commission Expires:



STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ARNIS KINS and JOHN KINS, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered this said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of December, 2000.



[Signature of Daina Lizenbergs]
Notary Public

My Commission Expires:

Aug 24, 2004

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David Hajnacki of LASALLE BANK NATIONAL ASSOCIATION, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of December, 2000.



Notary Public

My Commission Expires:

10/26/03



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EXHIBIT A

Legal Description

The East 64 Feet of Lot 2 in Assessor's Division of Block 10 in Newberry's Addition to Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 212 West Kinzie Street
Chicago, Illinois

P.I.N. 17-09-258-010
17-09-258-011
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