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901470017 19 001 Page 1 of 5
2001-02-06 10:05:58
Cook County Recorder 29.50

RECORDATION REQUESTED BY:
LASALLE BANK NATIONAL
ASSOCIATION
O'Hare Regional Office
8303 West Higgins Road
Chicago, IL 60631-2941



WHEN RECORDED MAIL TO:
LASALLE BANK NATIONAL
ASSOCIATION
O'Hare Regional Office
8303 West Higgins Road
Chicago, IL 60631-2941



SEND TAX NOTICES TO:
LASALLE BANK NATIONAL
ASSOCIATION
O'Hare Regional Office
8303 West Higgins Road
Chicago, IL 60631-2941

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

C. Lafatte, Loan Administrator
8303 W. Higgins
Chicago, IL 60631

REI TITLE SERVICES # 1899956

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 1, 2001, is made and executed between Chicago Title Land Trust Company as Successor Trustee to Chicago Title and Trust Company, as Trustee under Trust Agreement dated October 4, 1995 and known as Trust #1101648; and George M. Modzelewski, whose address is 171 N. Clark St, 9th Floor, Chicago, IL 60601 (referred to below as "Grantor") and LASALLE BANK NATIONAL ASSOCIATION, whose address is 8303 West Higgins Road, Chicago, IL 60631-2941 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 1, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated October 20, 1995 and recorded on October 20, 1995 in the Office of Recorder of Cook County as Document No. 95723412 and 95723413, respectively and Modification of Mortgage dated November 1, 2000 and recorded as Document No. 0010036786.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOT ELEVEN (11) IN H. ROY BERRY CO.'S PARK RIDGE TERRACE NO.1, BEING A SUBDIVISION OF PART OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 727-729 Devon Avenue, Park Ridge, IL 60068. The Real Property tax identification number is 12-02-201-010-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

This Modification extends the Maturity Date from January 1, 2001 to January 1, 2002, change interest

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MODIFICATION OF MORTGAGE

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rate and payment amount as evidenced by that certain Promissory Note dated January 1, 2001 in the principal amount of Two Hundred Twenty Six Thousand Four Hundred Twenty Seven and 28/100 Dollars (\$226,427.28), jointly and severally executed by the Grantor and made payable to the order of the Lender (the "Note"). The Note constitutes a renewal and restatement of, and replacement and substitution for, that certain Installment Note dated October 20, 1995 and Promissory Note dated November 1, 2000 in the original principal amount of \$337,500.00 and \$234,959.13, respectively, executed by Chicago Title Land Trust Company as Successor Trustee to Chicago Title and Trust Company, as Trustee under Trust Agreement dated October 4, 1995 and known as Trust #1101648 and made payable to the order of the Lender (the "Prior Notes"). The indebtedness evidenced by the Prior Notes is continuing indebtedness evidenced by the Note, and nothing contained herein or in the Note shall be deemed to constitute a repayment, settlement or novation of the Prior Notes, or to release or otherwise adversely affect any lien, mortgage or security interest securing such indebtedness or any rights of the Lender against any of the Grantor or against any guarantor, surety or other party primarily or secondarily liable for such indebtedness. Following maturity or the occurrence of an Event of Default (as defined in the Note), the outstanding principal balance of the indebtedness evidenced by the Note shall bear interest at the rate of 4.00% per annum over the interest rate referenced in the Note, or, if less, the highest rate permitted by applicable law. The Mortgage secured the obligations and liabilities of the Grantor to the Lender under and pursuant to the Note, including the principal sum thereof, together with all interest thereon and prepayment premium, if any, in accordance with the terms, provisions and limitations of the Note and the Mortgage; (ii) any and all extensions, renewals and/or modifications of the Note and any and all substitutions of the Note; and (iii) any other sums, liabilities or indebtedness or any of the Grantor owing to the Lender under and pursuant to the Mortgage or any other document and agreement executed by the Grantor in connection with said indebtedness. .

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

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 1, 2001.

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GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO
CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST
AGREEMENT DATED OCTOBER 4, 1995 AND KNOWN AS TRUST
#1101648

By: *Idria Judano*
Authorized Signer ASST. VICE PRESIDENT

By: *Sheila Ouyent*
Authorized Signer ASST. SECRETARY



X *George M. Modzelewski*
George M. Modzelewski, Individually

LENDER:

X *[Signature]*
Authorized Signer

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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TRUST ACKNOWLEDGMENT

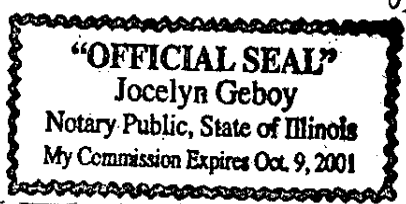
STATE OF IL)
) SS
COUNTY OF Cook)

On this 26th day of Jan., 2001 before me, the undersigned Notary Public, personally appeared Lydia Marinca, Assistant Vice President and Sheila Davendorf, Assistant Secretary, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the and acknowledged the to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this and in fact executed the on behalf of the trust.

By Jocelyn Geboy Residing at 171 N - Clark, Chicago, IL

Notary Public in and for the State of _____

My commission expires _____



INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared George M. Modzelewski, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25th day of January, 2001.

By Anna Misiaszek Residing at 5543 N. DIVERSEY

Notary Public in and for the State of ILLINOIS

My commission expires 9/13/2003



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LENDER ACKNOWLEDGMENT

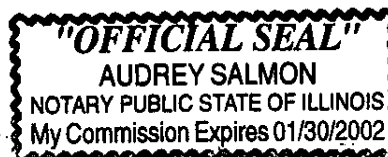
STATE OF Illinois)
)
) SS
COUNTY OF Cook)

On this 29th day of January, 2001 before me, the undersigned Notary Public, personally appeared Jerry Smulik and known to me to be the SVP, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Audrey Salmon Residing at 8303 W. Higgins, Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 01/30/02



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