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2001-08-01 16:29:27
Cook County Recorder 27.50

RECORDATION REQUESTED BY:

National City Bank of
Michigan/Illinois
Oak Brook - Corporate
2021 Spring Road, Suite 600
Oak Brook, IL 60523



WHEN RECORDED MAIL TO:

National City Bank of
Michigan/Illinois
Commercial Loan Services
K-A12-1T
P.O. Box 1020
Oshtemo, MI 49077-1020

6835590852 MB 36 0602783

SEND TAX NOTICES TO:

Adesh Patel
Jesal Patel
6733 North St. Louis
Lincolnwood, IL 60712

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Mark C. McGlothlen
National City Bank of Michigan/Illinois
2021 Spring Road, Suite 600
Oak Brook, IL 60523

National City

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 6, 2001, is made and executed between Adesh Patel and Jesal Patel, whose address is 6733 North St. Louis, Lincolnwood, IL 60712 (referred to below as "Grantor") and National City Bank of Michigan/Illinois, whose address is 2021 Spring Road, Suite 600, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 11, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded August 21, 2000 in Cook County Recorder, Document Number 00641172.

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

LOTS 10 THROUGH 24 IN BLOCK 9 IN COCHRAN'S THIRD ADDITION TO EDGEWATER IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 5300 North Broadway, Chicago, IL 60640. The Real Property tax identification number is 14-08-121-022-0000; 14-08-121-023-0000; 14-08-121-024-0000; 14-08-121-025-0000; 14-08-121-026-0000; 14-08-121-027-0000 and 14-08-121-032-0000.

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

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P4
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M
GP

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MODIFICATION OF MORTGAGE

(Continued)

In addition to any Promissory Note described in the definition of Mortgage referenced above, the word "Note" also means, Promissory Note dated even date, in the original principal amount of \$3,200,000.00, from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory notes or agreements.

Increase face amount of Mortgage from \$2,800,000.00 to \$3,200,000.00.

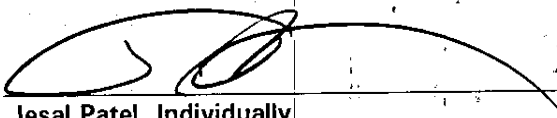
DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

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 JULY 6, 2001.

GRANTOR:

X 
Adesh Patel, Individually

X 
Jesal Patel, Individually

Signed, acknowledged and delivered in the presence of:

X _____
Witness

X _____
Witness

MODIFICATION OF MORTGAGE

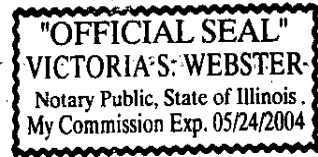
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LENDER:

X [Signature]
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Cook) SS



On this day before me, the undersigned Notary Public, personally appeared **Adesh Patel and Jesal Patel**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6th day of July, 2001

By Victoria S Webster Residing at Cook County

Notary Public in and for the State of Illinois

My commission expires 5-24-2004

Property of Cook County Clerk's Office

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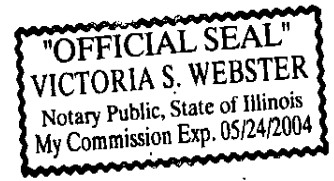
MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this 6th day of July, 2001 before me, the undersigned Notary Public, personally appeared Laura Quwerda and known to me to be the Vice President, 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 Victoria S Webster Residing at Cook County

Notary Public in and for the State of Illinois

My commission expires 5-24-2004

Cook County Clerk's Office