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2002-03-13 12:53:15

Cook County Recorder

RECORDATION REQUESTED BY:

Harris Bank Hoffman-Schaumburg 1100 N. Roselle Road Hoffman Estates, IL 60195

0020283839

WHEN RECORDED MAIL TO:

Harris Bank/BLST Attn: Collateral management P.O. Box 2880 Chicago, IL 60690-2880

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Christine Lambert, Documentation Specialist Harris Bank Hoffman-Schaumburg 1100 N. Roselle Road Hoffman Estates, IL 60195

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 1, 2002, is made and executed between John Pochodenko A/K/A John N. Pochodenko and Anna Pochodenko whose address is 823 St. Stephens Green, Oak Brook, IL 60523 (referred to below as "Grantor") and Harris Bank Hoffman-Schaumburg, whose address is 1100 N. Roselle Road, Hoffman Estates, IL 60195 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 1, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED AS DOCUMENT 00038589 ON 1/14/00.

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

LOT 26 IN BLOCK 12 IN HULBERT'S ST. CHARLES ROAD SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 246 46th Avenue, Bellwood, IL . The Real Property tax identification number is 15-08-222-037

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

This Modification of Mortgage reflects the following: the above referenced Mortgage now secures a Promissory Note dated February 1, 2002, in the original principal amount of \$1,000,000.00 from Borrower to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note. All other terms and conditions remain the same.

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

BOX 333-CTI

(Continued) MODIFICATION OF MORTGAGE

Loan No: 30789

subsequent actions. not be released by it. This waiver applies not only to any initial extension or modification, but also to all such Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will persons signing below acknowledge that this Modification is given conditionally, based on the representation to this Modification. If any person who signed the original Mortgage does not sign this Modification, then all Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the

FEBRUARY 1, 18002 MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF

Pochodenko A/K/A John N Pochodenko, Individually

:ЯОТИАЯЭ

Stopolity Ox Cook Colling

LENDER:

Authorized Signer

20283839

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MODIFICATION OF MORTGAGE (Continued)

Page 3 Loan No: 30789

| INDIVIDUAL ACKN | NOWLEDGMENT | |
|---|---|--------------|
| STATE OF |) | |
| COUNTY OF |) SS) | |
| On this day before me, the undersigned Notary Public, pochodenko and Arma Pochodenko, to me known to I Modification of Mortgage, and acknowledged that they sig deed, for the uses and purposes therein mentioned. | be the individuals described in and who executed gned the Modification as their free and voluntary act | the and |
| Given under my hand and official seal this | st day of <u>/e//</u> , 20 <u>62</u> | |
| By Notary Public in and for the State of | Residing at Streamwood, #L OFFICIAL SEAL | |
| My commission expires | CAROLINE A BENJAMIN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:02/07/06 | |
| LENDER ACKNO | | ၈ |
| STATE OF | | 2028383 |
| COUNTY OF |) '5 | - |
| On this day of Telo | before me, inclundersigned No and known to me to be the | |
| VICE PRES., authorized agent for the Lender t acknowledged said instrument to be the free and volunta the Lender through its board of directors or otherwise, for stated that he or she is authorized to execute this said in of said Lender. | ary act and deed of the said Lender, duly authorized r the uses and purposes therein mentioned, and on the | d by oath |
| By | Residing at Steamwood, | <u> </u> |
| Notary Public in and for the State of | | |
| My commission expires | OFFICIAL SEAL CAROLINE A BENJAMIN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 02/07/06 | |

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20283839

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