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2743/0078 38 001 Page 1 of 3

2002-03-27 14:07:05

Cook County Recorder 25.50



0020349207

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.,
successor in interest to
Manufacturers Bank
Commercial Real Estate
2 S. LaSalle Street
Chicago, IL 60603

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
1200 N. Ashland Avenue
Chicago, IL 60622

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MB Financial Bank, N.A.
1200 N. Ashland Avenue
Chicago, IL 60622

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 1, 2002 is made and executed between Richard P. Wexner and Beth Wexner, his wife, whose address is 449 W. Fullerton Parkway, Chicago, IL 60614-2811 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to Manufacturers Bank, whose address is 2 S. LaSalle Street, Chicago, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 27, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents in the original amount of \$95,000.00 payable to Manufacturers Bank, recorded February 14, 2000 in Cook County, Illinois, as Document No's 00107980 and 00107981.

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

PARCEL 1:

Unit Number 1706 in the Kennelly Square Condominium as Delineated on a Survey of the Following Described Real Estate:

Part of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, and Certain Lots in Edson's Subdivision of Lot 11 in North Addition to Chicago, a Subdivision of the Southwest 1/4 of the Southeast 1/4 of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; Which Survey is Attached to the Declaration of Condominium Recorded as Document 25156051, Together With an Undivided Percentage Interest in the Common Elements

PARCEL 2:

Easement for Ingress and Egress for the Benefit of Parcel 1 as Described in the Declaration of Easements, Restrictions and Covenants Recorded as Document 25156050

The Real Property or its address is commonly known as 1749 N. Wells Street, Unit 1706, Chicago, IL 60614. The

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Page 2 of 3

MODIFICATION OF MORTGAGE

Loan No: 3115518

(Continued)

Page 2

Real Property tax identification number is 14-33-414-044-1207


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


Interest Rate Reduced to 7.250%; Principal and Interest payment reduced to \$656.66 per month, beginning March 1, 2002; Maturity Date Extended to February 1, 2007. All other terms and provisions of Loan Documents and Related Documents shall remain in full force and effect.

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.

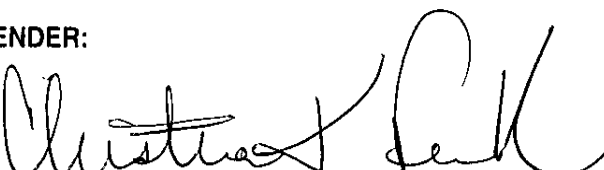
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 1, 2002.

GRANTOR:

X 
Richard P. Wexner, Individually

X 
Beth Wexner, Individually

LENDER:

X 
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 3115518

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Illinois

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COUNTY OF

Cook

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On this day before me, the undersigned Notary Public, personally appeared **Richard P. Wexner and Beth Wexner**, 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 22 day of March, 2002

By

Carol Green

Residing at

P.O. Box 12458, Chicago

Notary Public in and for the State of

Illinois

My commission expires



LENDER ACKNOWLEDGMENT

STATE OF

Illinois

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) SS

COUNTY OF

Cook

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On this 22 day of March, 2002 before me, the undersigned Notary Public, personally appeared Christina Frank and known to me to be the Asst. 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

Carol Green

Residing at

P.O. Box 12458, Chicago

Notary Public in and for the State of

Illinois

My commission expires

