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7/15/02 19 48 001 Page 1 of 5
2002-04-12 14:56:21
Cook County Recorder 29.50

RECORDATION REQUESTED BY:

MARQUETTE BANK
Orland 143rd East
9533 W. 143RD STREET
ORLAND PARK, IL 60462

WHEN RECORDED MAIL TO:

MARQUETTE BANK
Orland 143rd East
9533 W. 143RD STREET
ORLAND PARK, IL 60462



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FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

K. Keuch, Commercial Real Estate Dept.
MARQUETTE BANK
9533 W. 143RD STREET
ORLAND PARK, IL 60462

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 1, 2002, is made and executed between Marquette Bank f/k/a Marquette National Bank, not personally but as Trustee on behalf of Trust No. 9806 under Trust Agreement dated January 16, 1981, whose address is 6155 S. Pulaski, Chicago, IL 60629 (referred to below as "Grantor") and MARQUETTE BANK, whose address is 9533 W. 143RD STREET, ORLAND PARK, IL 60462 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 1, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded as Document No. 97-308976 in the Office of the Cook County Recorder.

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

Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 in Block 43 in Frederick H. Bartlett's City of Chicago Subdivision of Lots 2 and 3 in Assessor's Subdivision of Section 34, Township 38 North, Range 13, East of the Third Principal Meridian (except that part of the East 129 feet of the West 1/2 of the Southwest 1/4 of Section 34 as lies in said Lot 3 and except railroad) in Cook County, Illinois

The Real Property or its address is commonly known as 8320 S. Pulaski Road, Chicago, IL 60652. The Real Property tax identification number is 19-34-407-023-0000 and 19-34-407-012-0000

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

This modification extends the maturity date to cover all renewals, extensions and modifications of the original Promissory Note. This mortgage shall have no maturity date.

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

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MODIFICATION OF MORTGAGE

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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 MARCH 1, 2002.

GRANTOR:

TRUST NO. 9806 UNDER TRUST AGREEMENT DATED JANUARY 16, 1981

MARQUETTE BANK F/K/A MARQUETTE NATIONAL BANK, not personally but as Trustee under that certain trust agreement dated 01-16-1981 and known as Trust No. 9806 under Trust Agreement dated January 16, 1981.

By: Joyce A. Madsen EXCULPATORY LANGUAGE ATTACHED HERETO AND MADE A PART HEREOF
Joyce A. Madsen, Land Trust Officer of Marquette Bank f/k/a Marquette National Bank

Attest:
By: Kristin K. Keuch
Kristin K. Keuch, Assistant Secretary of Marquette Bank f/k/a Marquette National Bank

LENDER:

X John P. Hoffman v.p.
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

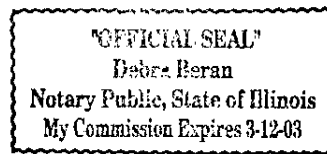
STATE OF IL)
)
) SS
COUNTY OF Cook)

On this 1st day of March, 2002 before me, the undersigned Notary Public, personally appeared John P. O'gara 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 Debra Beran Residing at Oak Forest

Notary Public in and for the State of IL

My commission expires 3-12-03



Cook County Clerk's Office

MODIFICATION OF MORTGAGE

(Continued)

TRUST ACKNOWLEDGMENT

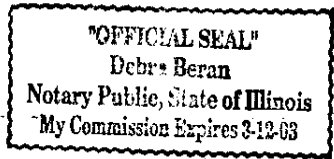
STATE OF Illinois)
COUNTY OF Cook) SS

On this 25th day of March, 2002 before me, the undersigned Notary Public, personally appeared Joyce A. Madsen, Land Trust Officer and Kristin K. Keuch, Assistant Secretary of Marquette Bank f/k/a Marquette National Bank, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Debra Beran Residing at Oak Forest

Notary Public in and for the State of Illinois

My commission expires 3-12-03



Debra Beran, County Clerk's Office

This document is executed by MARQUETTE BANK, not personally but as Trustee under Trust No. 9806 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed by and between the parties hereto, anything herein 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 MARQUETTE BANK, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking 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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