

RECORDATION REQUESTED BY:
The PrivateBank and Trust
Company
Ten North Dearborn Street,
Suite 900
Chicago, IL 60602-4202



WHEN RECORDED MAIL TO:

The PrivateBank & Trust Company
1603 West Sixteenth Street
Oak Brook, IL 60523
Attention: Stacy J. Chlebana



SEND TAX NOTICES TO:
The PrivateBank and Trust
Company
Ten North Dearborn Street,
Suite 900
Chicago, IL 60602-4202

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

The PrivateBank and Trust Company
Ten North Dearborn Street
Chicago, IL 60602-4202

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 1, 2002, is made and executed between Daniel M. Spillane and Kimberly E. Spillane; husband and wife (referred to below as "Grantor") and The PrivateBank and Trust Company, whose address is Ten North Dearborn Street, Suite 900, Chicago, IL 60602-4202 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 1, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded February 6, 2002 as document no. 0020154645 by the Cook County Recorder

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

The West 68 feet of lots 40 and 41 in Block 7 in subdivision of blocks 2, 3, 6 and 7 in Hutchinson and Rothermel's subdivision, a subdivision of the West 1/2 of lot 3 of subdivision of Section 18, Township 39 North, Range 13 East of the Third Principal Meridian (except the West 1/2 of the Southwest 1/4 thereof) also blocks 1, 6, 7, 12 and 13 of the subdivision of Lots 1, 2 and 3 in the partition of the East 1/2 of lot 2 in said subdivision of Section 18, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 800 S. Oak Park Avenue, Oak Park, IL 60304-1242. The Real Property tax identification number is 16-18-224-023-0000

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

The Principal amount of the Maximum Lien is increased to \$165,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

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MODIFICATION OF MORTGAGE

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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 endorser 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.

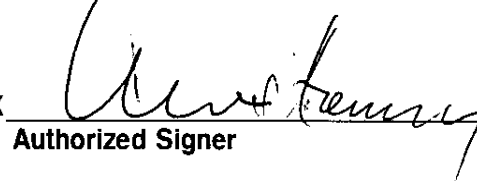
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 1, 2002.

GRANTOR:

x 
Daniel M. Spillane, Individually

x 
Kimberly E. Spillane, Individually

LENDER:

x 
Authorized Signer

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MODIFICATION OF MORTGAGE

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
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COUNTY OF COOK)

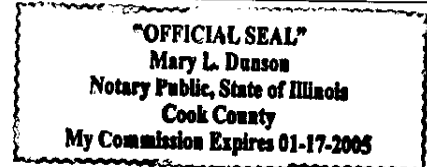
On this day before me, the undersigned Notary Public, personally appeared **Daniel M. Spillane and Kimberly E. Spillane, husband and wife**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and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

Given under my hand and official seal this 3rd day of August, 2002

By Mary L. Dunson Residing at 1048 LAKE ST. BARKDENE

Notary Public in and for the State of ILLINOIS

My commission expires 1-17-2005



LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

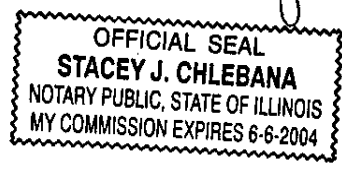
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On this 3rd day of AUGUST, 2002 before me, the undersigned Notary Public, personally appeared Christopher Haine and known to me to be the Associate Managing Director authorized agent for the Lender that executed the within and foregoing instrument 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 Stacy J. Chlebana Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 6-6-2004



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