RECORDATION REQUESTED BY OFFICIAL COPY

LASALLE BANK NATIONAL ASSOCIATION MAIN OFFICE 135 SOUTH LASALLE STREET CHICAGO, IL 60603

WHEN RECORDED MAIL TO: LASALLE BANK NATIONAL ASSOCIATION Commercial Loans 5535 West 95th Street Oak Lawn, IL 60453

SEND TAX NOTICES TO:
LASALLE BANY. NATIONAL
ASSOCIATION
MAIN OFFICE
135 SOUTH LASALLE STREET
CHICAGO, IL 60603

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FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Norma Santiago, Commercial Loan Documentation Associate
LASALLE BANK NATIONAL ASSOCIATION
135 S. LASALLE STREET
CHICAGO, IL 60603

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated as of October 8, 2002, is made and executed between Edward J. McCarthy, not personally but as Trustee on behalf of Edward J. McCarthy, trustee, or Edward J. McCarthy's successors in trust, under the Edward J. McCarthy Trust, dated October 21, 1999, whose address is 616 E. 6th St., Hinsdale, IL 60521 (referred to below as "Grantor") and LASALLE BANK (ACTIONAL ASSOCIATION, whose address is 135 SOUTH LASALLE STREET, CHICAGO, IL 60603 (referred to below as "Lenzier").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 5, 1399 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Reference is hereby made to (i) that certain Mortgage dated as of February 5, 1959 (the "Mortgage") executed by First Midwest Trust Company, N.A., not personally, but as Trustee U/T/A dated as of February 1, 1990 A/K/A Trust number 90-3893 ("Grantor") for the benefit of LaSalle Bank National Association ("Lender"), recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on February 22, 1999 as document no. 99171717, (ii) that certain Assignment of Rents of even date therewith (the "Assignment") executed by Grantor for the benefit of Lender, recorded in the Recorder's Office on February 22, 1999 as document no. 99171718, and (iii) that certain Modification of Mortgage dated October 1, 2001 executed by Edward J. McCarthy, Trustee, or Edward J. McCarthy's successors in Trust, under the Edward J. McCarthy Trust, dated October 21, 1999 as document no. 0011017597, and (iv) that certain Modification of Mortgage dated June 30, 2002 executed by Edward J. McCarthy, Trustee, or Edward J. McCarthy's successors in Trust, under the Edward J. McCarthy Trust, dated October 21, 1999, recorded in the Recorder's Office on July 30, 2002 as document no. 0020832674.

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

THE EAST 935.90 FEET OF THE WEST 1497.44 FEET OF LOT 2 IN ROBERT BARTLETT'S INDUSTRIAL SUBDIVISION NUMBER 1, A SUBDIVISION OF PART OF THE WEST 1/2 LYING WEST OF ARCHER AVENUE OF SECTION 13, TOWNSHIP 38 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

(Continued)

The Real Property or its address is commonly known as 7735-39 W. 59th Street, Summit, IL 60501. The Real Property tax identification number is 18-13-300-016-0000

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

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The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means, individually and collectively, that certain Promissory Note dated October 1, 2001 of Edward J. McCarthy, in the original principal amount of \$825,000.00 and those certain Promissory Notes dated as of June 30, 2002 of T.A.C., Inc. payable to the order of Lender in the principal amounts of \$600,000.00, \$750,000.00 and that certain Promissory Note dated as of November 15, 2001 of TAC of Illinois, LLC payable to the order of Lender in the principal amount of \$1,000,000.00, and that certain Promissory Note secured by Deed of Trust dated as of October 8, 2002 of TAC of Illinois, LLC payable to the order of the Lender in the principal amount of \$1,230,000, respectively, as amended, supplemented, modified or replaced from time to time.

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 accomodation 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 AS OF OCTOBER 8, 2002. ACCOPTS OFFICE

GRANTOR:

EDWARD J. MCCARTHY'S SUCCESSORS IN TRUST, UNDER THE **EDWARD J. MCCARTHY TRUST, DATED OCTOBER 21, 1999**

Bv:

Edward J. McCarthy, Trustee of Edward J. McCarthy's successors in Trust, under the Edward J. McCarthy Trust,

dated October 21, 1999

LENDER:

UNOFFICATION OF MORTGAGE Y (Continued)

TRUST ACKNOWLEDGMENT	
STATE OF) ss COUNTY OF) ss	0021192020
Notary Public in and for the State of ()	ccarthy Trust, dated October 21, 1998 suted the Modification of Mortgage and trust, by authority set forth in the trust, and on oath stated that he or she if of the trust.
NOTARY PUBLIC, 8 MY COMMISSION I	TYSZKO STATE OF ILLINOIS EXPIRES:02/27/06
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LENDER ACKNOWLEDGMENT) ss COUNTY OF \mathscr{Q} 0021192020 before me, the undersigned Notary Public, personally appeared October, 2002 day On this and known to me to be the Sr.Vice President, authorized agent for the Debra Hennessy 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 Residing at 5335 W. 95th Jah hum -Notary Public in and for the State of OFFICIAL SEAL BARBARA SIKYTA My commission expires NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 10/19/2003 JUNIA CLORA'S OFFICO

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