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2002-10-11 15:27:41
Cook County Recorder 26.00

RECORDATION REQUESTED BY:

Pullman Bank and Trust
South
1000 East 111th Street
Chicago, IL 60628



WHEN RECORDED MAIL TO:

Pullman Bank and Trust
South
1000 East 111th Street
Chicago, IL 60628

SEND TAX NOTICES TO:

Pullman Bank and Trust
South
1000 East 111th Street
Chicago, IL 60628

FOR RECORDER'S USE ONLY

195188-22987

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This Modification of Mortgage prepared by:

Pullman Bank and Trust, Commercial Loan Servicing
Pullman Bank and Trust
1000 E. 111th Street
Chicago, IL 60628

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 1, 2002, is made and executed between Cosmopolitan Bank and Trust as Trustee under Trust Agreement dated January 26, 2001 and known as Trust No. 31283, not personally but as Trustee on behalf of Cosmopolitan Bank and Trust as Trustee under Trust Agreement dated January 26, 2001 and known as Trust No. 31283, whose address is 801 North Clark Street, Chicago, IL 60610 (referred to below as "Grantor") and Pullman Bank and Trust, whose address is 1000 East 111th Street, Chicago, IL 60628 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 27, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Cook County Recorders Office on May 3, 2001 as document number 0010369965 and modified from time to time.

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

PARCEL 1: The North 312.50 feet of the West 332.95 feet of the East 998.85 feet (excepting therefrom the West 166.48 feet of the North 292.50 feet thereof) of that part of the East 1/2 of the Southwest 1/4 of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the North and South center line of said Section 665 feet North of South line of said Section; thence running North along the said center line 332.50 feet; thence running West parallel with the South line of said Section 2128 feet; thence running South parallel with the West line of said Section 332.50 feet more or less to the North property line of the land of Chicago and Western Indiana Railroad Company as conveyed to Chicago Title and Trust Company, as trustee by deed dated August 25, 1924 and recorded September 18, 1924 as Document 8594938 in Book 20017, Page 459; thence East along the said North property line of said Railroad 2128 feet more or less to the place of beginning, in Cook County, Illinois. PARCEL 2: The West 166.48 feet of the North 292.50 feet of the North 312.50 feet of the West 332.95 feet of the East 998.85 feet of that part of the

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 22987

Page 2

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East 1/2 of the Southwest 1/4 of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the North and South center line of said Section 665 feet North of South line of said Section; thence running North along the said center line 332.50 feet; thence running West parallel with the South line of said Section 2128 feet; thence running South parallel with the West line of said Section 332.50 feet more or less to the North property line of the land of Chicago and Western Indiana Railroad Company as conveyed to Chicago Title and Trust Company, as trustee by deed dated August 25, 1924 and recorded September 18, 1924 as Document 8594938 in Book 20017, Page 459; thence East along the said North property line of said Railroad 2128 feet more or less to the place of beginning, in Cook County, Illinois.

The Real Property or its address is commonly known as 9400 South Bennett Avenue, Chicago, IL 60617. The Real Property tax identification number is 25-01-324-014-0000, 25-01-324-020-0000 and 25-01-324-016-0000

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

Extend Maturity Date to December 31, 2002.

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 JULY 1, 2002.

GRANTOR:

COSMOPOLITAN BANK AND TRUST AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 26, 2001 AND KNOWN AS TRUST NO. 31283

**for signatures, notary and exculpatory provisions of the Trustee see Rider attached hereto which is expressly incorporated herein and made a part hereof.

By: _____

Authorized Signer for Cosmopolitan Bank and Trust as
Trustee under Trust Agreement dated January 26, 2001 and
known as Trust No. 31283

By: _____

Authorized Signer for Cosmopolitan Bank and Trust as
Trustee under Trust Agreement dated January 26, 2001 and
known as Trust No. 31283

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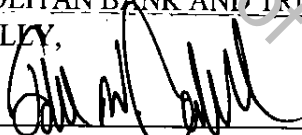
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This Modification Agreement is executed by the Trustee, Cosmopolitan Bank and Trust, personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Cosmopolitan Bank and Trust possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any Liability on Cosmopolitan Bank and Trust, as trustee as aforesaid, or on the Bank personally to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the note and by every person now or hereafter claiming any right or security thereunder and that so far as Cosmopolitan Bank and Trust as Trustee under the aforesaid Trust and its successors, and the bank are personally concerned, the holder of the note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Modification Agreement to be executed by their respective duly authorized officers and beneficiaries have executed this Modification Agreement, all as of the day and year mentioned above.

COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY,

BY: _____


Vice President/Trust Officer

ATTEST: _____


Land Trust Administrator

STATE OF ILLINOIS

SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Todd W. Cordell and Devin L. Fisher, of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President/Trust Officer and Land Trust Administrator, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Vice President/Trust Officer then and there acknowledged that said Land Trust Administrator as custodian of the corporate seal to be affixed to said instrument as said Land Trust Administrator's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 30th day of
September A.D., 2002


NOTARY PUBLIC

