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2002-12-11 07:49:36
Cook County Recorder 30.50

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.,
successor in interest to First
National Bank of Morton
Grove
Commercial Banking -
Morton Grove
6201 W. Dempster Avenue
Morton Grove, IL 60053



0021363855

WHEN RECORDED MAIL TO:

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

LN# 335197

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 October 1, 2002, is made and executed between Cole Taylor Bank, Not Personally But as Trustee Under Trust Agreement Dated September 8, 1997 and Known as Trust Number 97-7489, whose address is 850 West Jackson Boulevard, Chicago, IL 60607 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to First National Bank of Morton Grove, whose address is 6201 W. Dempster Avenue, Morton Grove, IL 60053 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 6, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents in the original amount of \$2,288,000.00 payable to First National Bank of Morton Grove, recorded on November 13, 1997 as Document No's 97852499 and 97852500, respectively, and subsequently modified by Modification of Mortgage recorded on March 15, 1999 as Document No. 99243070.

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

See Legal Description Attached, covering Parcel 1, Parcel 2, and Parcel 3, together with Parcel A, Parcel B, and Parcel C, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 3330-40 Dundee Road, Northbrook, IL 60062. The Real Property tax identification number is 04-05-304-003 and 04-05-304-015

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MODIFICATION OF MORTGAGE (Continued)

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


Interest Rate Modified to Lender's Reference Rate, Variable; Principal and Interest payment modified to \$12,175.65 per month, beginning November 1, 2002, based on a twenty-five (25) year amortization; Maturity Date Extended to October 1, 2007. All other terms and provisions of the loan documents and related documents shall remain in full force and effect.

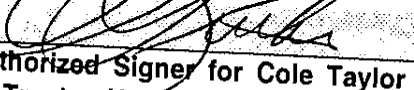
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 endorser, 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 OCTOBER 1, 2002.

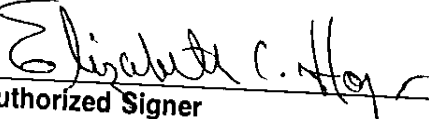
GRANTOR:

COLE TAYLOR BANK, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 8, 1997 AND KNOWN AS TRUST NUMBER 97-7489

By:  **VICE PRESIDENT**
Authorized Signer for Cole Taylor Bank, Not Personally But as Trustee Under Trust Agreement Dated September 8, 1997 and Known as Trust Number 97-7489

By:  **TRUST OFFICER**
Authorized Signer for Cole Taylor Bank, Not Personally But as Trustee Under Trust Agreement Dated September 8, 1997 and Known as Trust Number 97-7489

LENDER:

x 
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 8th day of OCTOBER 2006 before me, the undersigned Notary Public, personally appeared KENNETH E. PIEKUT VICE TRUSTEE

ANTHONY LALLES TRUST OFFICER, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the and acknowledged the 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 he or she/they is/are authorized to execute this and in fact executed the on behalf of the trust.

By Sherris Smith Residing at 1116 WASHINGTON
CH-CAO-
Notary Public in and for the State of ILLINOIS

My commission expires 03/22/06



Notary Public in and for the State of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
COUNTY OF Cook)

On this 6th day of December, 2002, before me, the undersigned Notary Public, personally appeared Elizabeth Hogan and known to me to be the _____, 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 Elizabeth Wartenberg Residing at Berwyn, IL
Notary Public in and for the State of _____

My commission expires _____

