

RECORDATION REQUESTED BY:  
Harris Bank Elk Grove, N.A.  
500 E. Devon Ave.  
Elk Grove Village, IL 60007



WHEN RECORDED MAIL TO:  
Harris Bank/BLST  
Attn: Collateral management  
P.O. Box 2880  
Chicago, IL 60690-2880

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Valerie Jados, Documentation Specialist  
Harris Bank/BLST  
311 W. Monroe St., 14th Floor  
Chicago, IL 60606

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated October 25, 2002, is made and executed between Janet A. Bersch, whose address is 907 East Brookwood Drive, Arlington Heights, IL 60005; an individual (referred to below as "Grantor") and Harris Bank Elk Grove, N.A., whose address is 500 E. Devon Ave., Elk Grove Village, IL 60007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 28, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on June 17, 1998 as Document #98510507 in the Cook County Recorder's Office.

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

LOT 11 IN CANAL RANDOLPH RESUBDIVISION OF PART OF WHEELING INDUSTRIAL CENTER SUBDIVISION, IN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1125 S. Wheeling Road, Wheeling, IL 60090. The Real Property tax identification number is 03-14-102-025

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated October 25, 2002 in the original principal amount of \$350,000.00 from Borrower to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$350,000.00. All other terms and conditions remain the same.

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

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## MODIFICATION OF MORTGAGE

(Continued)


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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 OCTOBER 25, 2002.**

GRANTOR:

x   
Janet A. Bersch, Individually

LENDER:

x   
Authorized Signer

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Property Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

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Loan No: 97009755

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

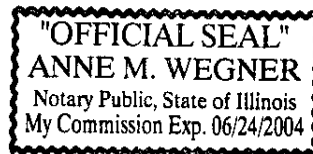
On this day before me, the undersigned Notary Public, personally appeared **Janet A. Bersch**, an individual, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14TH day of NOVEMBER, 2002

By Anne M. Wegner Residing at ELK GROVE

Notary Public in and for the State of ILLINOIS

My commission expires 6/24/2004



### LENDER ACKNOWLEDGMENT

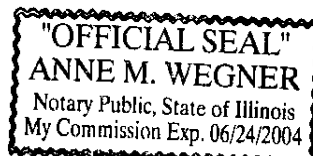
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 14TH day of NOVEMBER, 2002 before me, the undersigned Notary Public, personally appeared JAMES G. GRIFFIN 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 Anne M. Wegner Residing at ELK GROVE

Notary Public in and for the State of ILLINOIS

My commission expires 6/24/2004



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## MODIFICATION OF MORTGAGE

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