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0064/0059 18 001 Page 1 of 5
2003-01-16 07:36:36
Cook County Recorder 32.00

RECORDATION REQUESTED BY:

Harris Bank Argo
7549 W. 63rd Street
Summit, IL 60501



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:

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 16, 2002, is made and executed between Interstate Bank, not personally but as Trustee of Interstate Bank Trust #01-348 dated 9/7/01, whose address is 15533 Cicero Ave., Oak Forest, IL 60452 (referred to below as "Grantor") and Harris Bank Argo, whose address is 7549 W. 63rd Street, Summit, IL 60501 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 28, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded as Document #0020450831 on April 19, 2002.

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

LOT 2 IN ROESCH PARK, BEING A SUBDIVISION IN THE WEST 1/2 OF THE EAST 1/2 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 8940 West 159th St., Orland Park, IL 60462. The Real Property tax identification number is 27-15-401-009-0000

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 December 16, 2002, in the original principal amount of \$600,000.00 from Grantor to Lender; and a Promissory Note dated July 31, 2002, in the original principal amount of \$300,000.00 from Orland Park Ice Cream and Donuts, L.L.C. to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Notes. 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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BOX 333-CT

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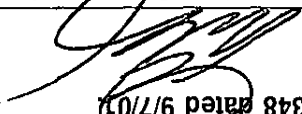
Property of Cook County Clerk's Office


INTERSTATE BANK TRUST #01-348 DATED 9/7/01

SUBJECT TO THE EXCULPATORY PROVISIONS ATTACHED HERETO AND MADE A PART OF

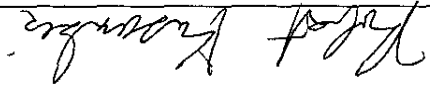
INTERSTATE BANK, not personally but as trustee under that certain trust agreement dated 09-07-2001 and known as Interstate Bank Trust

#01-348 dated 9/7/01

By: 
Authorized Signer for Interstate Bank
Vice President

By: 
Authorized Signer for Interstate Bank
President & Trust Officer

LENDER:
Authorized Signer for Interstate Bank
Vice President

X 
Authorized Signer

GRANTOR:

DECEMBER 16, 2002.

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

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 endorses 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.

TRUST ACKNOWLEDGMENT

STATE OF Illinois

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COUNTY OF Cook

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On this 16th day of December, 2002 before me, the undersigned Notary Public, personally appeared Andrew E. Tinberg, President & Trust Officer, and Mary Rust, Vice President, of Interstate Bank

, 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 Rita F. Walker

Residing at Yinley Park, IL

Notary Public in and for the State of Illinois

My commission expires 7-23-06



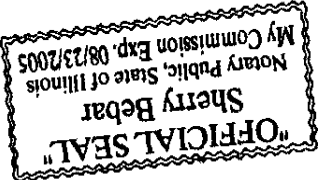
Cook County Clerk's Office

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My commission expires 8-23-05
Notary Public in and for the State of IL
By Sherry Bebar
Residing at _____

On this 19th day of December, 2002, before me, the undersigned Notary Public, personally appeared Bob Lasnik's 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.

STATE OF IL
COUNTY OF Will
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) SS
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LENDER ACKNOWLEDGMENT

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MORTGAGE/TRUST DEED EXONERATION RIDER

This Mortgage/Trust Deed is executed by Interstate Bank, not personally but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that nothing contained in this Mortgage/Trust Deed or in any related Note shall be construed as creating any liability on the Trustee or on Interstate 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, or on account of any warranty or indemnification made hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by the Mortgagee/Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and Interstate Bank personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, or in the manner provided herein or in said Note or by action to enforce the personal liability of the guarantor, if any. In the event of conflict between the terms of this Rider and the Mortgage/Trust Deed on any question of liability or obligation resting upon said Trustee, the terms of this Rider shall control.

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