## UNOFFICIAL OWB2\\$6382

RECORDATION REQUESTED BY:

FIRST BANK
Des Plaines
678 LEE STREET
DES PLAINES, IL 60016

5380/0063 48 001 Page 1 of 4 2003-02-24 09:33:43 Cook County Recorder 30.50



WHEN RECORDED MAIL TO:

FIRST BANK ATTN: DOCUMENT SERVICES 560 ANGLUM ROAD HAZELWOOD, MO 63041

SEND TAX NOTICES TO:

First Bank

Attn: RE Tax Department

P.O. Box 790269

St. Louis, MO 63179-0269

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Angele D. Johnson, Loan Documentation Specialist

First Bank P.O. Box 790250

St. Louis, MO 63179-0269

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 13, 2002, is made and executed between Cole Taylor Bank, not personally but as Trustee on behalf of Trust Agreement dated July 1, 1995 and known as Trust 95-6296, whose address is 850 West Jackson Boulevard, Chicago, IE 00007 (referred to below as "Grantor") and FIRST BANK, whose address is 678 LEE STREET, DES PLAINES, IL 60016 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 16, 1936 'the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded November 27, 1996 as Document No. 96-904224.

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

LOT 109 IN KENSINGTON CENTER PHASE 3-A, BEING A SUBDIVISION AND A RESUBDIVISION IN PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED MAY 4, 1981 AS DOCUMENT #25859082

The Real Property or its address is commonly known as 479 Business Center Drive, Mount Prospect, IL 60056. The Real Property tax identification number is 03-35-102-010-0000 and 03-35-102-012-0000.

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

Extend Maturity from November 1, 2006 to December 1, 2007 and modify interest rate from 7.00% Fixed to 6.00% Fixed .

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

Cole Taylor Bank
Trust and Investment Management
111 West Washington Street, Suite 650
Chicago, Illinois 60602

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## MODIFICATION OF MORTGAGE

Loan No: 944002639157

(Continued)

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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 endorzers 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. Wany 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 telesased by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent entions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 13. 2002.

**GRANTOR:** 

COLE TAYLOR BANK AS TRUSTEE

TRUST AGREEMENT DATED JULY 1, 1995 AND KNOWN AS 95-6296

COLE TAYLOR BANK, not personally but as Trustee under that certain trust agreement dated 07-01-1995 and known as Trust Agreement dated

July 1, 1995 and known as Trust 95-6296.

Authorized Sigher for Cole Taylor Bank LENDER:

This instrument is executed by the undersigned Lara Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and groed that all of the warranties, indemnities, representations, colorints, undertailings and agreements he cin made on the part of the Trustee a a marken by it lotely in its capacity as Trustee and not personally. No personal hability or personal recognisibility is assumed by or shall at any time he asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking 📽 agreement of the Trustee in this instrument.

NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 03/26/2005

## MODIFICATION OF MORTGAGE (Continued) Loan No: 944002639157 Page 3 TRUST ACKNOWLEDGMENT ) SS COUNTY OF DEC 12 2002 day of before me, the undersigned Notary On this ANITA M. LUTAUS Public, personally appeared \_ VIUE PRESIDENT COLE TAYLOR BANK , and known to me to be (an) authorized tristee(s) or agent(s) of the trust that executed the 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. Residing at Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_

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	LENDER ACKNOWLEDGMENT	
STATE OF TLL/!/0/	3	
COUNTY OFCOOK	) ss	
Public, personally appeared	y of December, 2002 before me, the and known to me diagent for the Lender that executed the within and fore	e to be the
acknowledged said instrument the Lender through it's board o oath stated that he or she is	to be the free and voluntary act and deed of the said Lender f directors or otherwise, for the uses and purposes there authorized to execute this said instrument and that the	er, duly authorized by in mentioned, and on
corporate seal of said Lender.  By Glan Cavala	en Residing at 678 Bels	1. Des Plaines S
Notary Public in and for the Sta My commission expires		i Iinois