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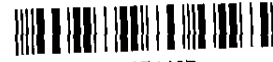
5/25/0273 48 001 Page 1 of 6

2003-03-18 11:23:40

Cook County Recorder 34.50

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK  
TINLEY PARK MAIN  
300 PARK BOULEVARD  
SUITE 400  
ITASCA, IL 60143



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WHEN RECORDED MAIL TO:

First Midwest Bank  
Gurnee Branch  
P.O. Box 9003  
Gurnee, IL 60031-2502

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by:

FIRST MIDWEST BANK  
300 N. Hunt Club Road  
Gurnee, IL 60031

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 17, 2003, is made and executed between FIRST MIDWEST BANK SUCCESSOR IN INTEREST TO HERITAGE TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED JULY 18, 1995 AND KNOWN AS TRUST# 95-5612, whose address is 2801 WEST JEFFERSON STREET, JOLIET, IL 60435 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is 300 PARK BOULEVARD, SUITE 400, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 20, 1995 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED AUGUST 7, 1995 AS DOCUMENT# 95520212 AMENDED BY MODIFICATION OF MORTGAGE DATED AUGUST 7, 2000 AS DOCUMENT# 00758403.

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

See EXHIBIT "A", 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 4630 WEST 95TH STREET, OAK LAWN, IL 60453. The Real Property tax identification number is 24-03-313-033 AND 24-03-313-035

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

To delete the definition of "Note" therein its entirety and to insert in lieu thereof the following: "Note. The word "Note" means the promissory note or credit agreement dated January 17, 2003 in the original principal amount of \$1,295,432.60 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. Notice. Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. Notice to Grantor: The Note contains a variable interest rate."

SY  
PB  
5-  
MAY  
JFK

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 1

Page 2

**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 JANUARY 17, 2003.**

**GRANTOR:**

**FIRST MIDWEST BANK SUCCESSOR IN INTEREST TO HERITAGE TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED JULY 18, 1995 AND KNOWN AS TRUST# 95-5612**

SEE TRUSTEE'S RIDER ATTACHED HERETO  
AND MADE A PARTY HEREOF

By: **FIRST MIDWEST BANK SUCCESSOR IN INTEREST TO HERITAGE TRUST COMPANY, Trustee of FIRST MIDWEST BANK SUCCESSOR IN INTEREST TO HERITAGE TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED JULY 18, 1995 AND KNOWN AS TRUST# 95-5612**

**LENDER:**

x   
Authorized Signer

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Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 1

(Continued)

Page 3

### TRUST ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

SS  
SEE TRUSTEE'S RIDER ATTACHED HERETO  
AND MADE A PARTY HEREOF

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared **FIRST MIDWEST BANK SUCCESSOR IN INTEREST TO HERITAGE TRUST COMPANY, Trustee of FIRST MIDWEST BANK SUCCESSOR IN INTEREST TO HERITAGE TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED JULY 18, 1995 AND KNOWN AS TRUST# 95-5612**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification 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 is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

SEE TRUSTEE'S RIDER ATTACHED HERETO  
AND MADE A PARTY HEREOF

NOTARY OF COOK COUNTY Clerk's Office

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LENDER ACKNOWLEDGMENT

STATE OF Ill )  
 )  
 ) SS  
COUNTY OF Cook )

On this 24th day of January, 2003 before me, the undersigned Notary Public, personally appeared DARLENE PIETRO and known to me to be the COMMERCIAL LOAN OFFICER 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 Cheryl Kennelly Residing at Trukey Park

Notary Public in and for the State of Ill

My commission expires 5-6-03



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Clerk's Office

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## RIDER ATTACHED AND MADE A PART OF MODIFICATION OF MORTGAGE DATED JANUARY 17, 2003

This MORTGAGE is executed by FIRST MIDWEST BANK, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and said FIRST MIDWEST TRUST COMPANY, National Association, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said FIRST MIDWEST BANK, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing there under, or to perform thereon any covenant either express or implied herein contained, all such liability if any being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the FIRST MIDWEST BANK, personally are 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 in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

In witness whereof, the grantor, not personally but as trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Authorized Signer this 24<sup>th</sup> day of January, 2003.

First Midwest Bank as  
Trustee under Trust No. 95-5612 and  
not personally.

By: Geraldine A. Holsey  
Trust Officer

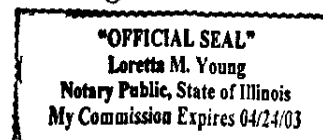
Attest: Jennifer E. Koff  
Authorized Signer

STATE OF ILLINOIS  
Ss:  
COUNTY OF COOK

I, the Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Geraldine A. Holsey, Trust Officer of FIRST MIDWEST BANK, and, the attesting Authorized Signer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and the attesting Authorized Signer 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 Bank, for the uses and purposes therein set forth; and the said attesting Authorized Signer did also then and there acknowledge that she as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank instrument as her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of January, 2003 A.D.

Loretta M. Young  
NOTARY PUBLIC



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## EXHIBIT "A"

### PARCEL 1:

THE SOUTH 200 FEET OF THE EAST 11.40 ACRES OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 LYING SOUTH OF THE WABASH RAILROAD OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PORTION TAKEN FOR THE WIDENING OF KENTON AVENUE.

### PARCEL 2:

THAT PART OF THE EAST 11.40 ACRES OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE RIGHT OF WAY OF THE WABASH RAILROAD AND LYING NORTH OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE EAST 11.40 ACRES OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 LYING SOUTH OF THE WABASH RAILROAD OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SAID SOUTHWEST 1/4, 200 FEET NORTH OF THE SOUTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH ON THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 A DISTANCE OF 892 FEET THENCE SOUTHWESTERLY OF A LINE A DISTANCE OF 366.19 FEET TO A POINT ON THE WEST LINE OF EAST 11.40 ACRES OF THAT PART OF THE WEST 1/2 OF SAID SOUTHWEST 1/4 LYING SOUTH OF THE WABASH RAILROAD, SAID POINT BEING 1061.27 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH ON SAID WEST LINE A DISTANCE OF 763.27 FEET; THENCE EAST ON A LINE 200 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 831.04 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PORTION TAKEN FOR THE WIDENING OF KENTON AVENUE, ALL IN COOK COUNTY, ILLINOIS.

PIN NUMBERS 24-03-313-033 and 24-03-313-035

Property commonly known as: 4630 W. 95TH Street, Oak Lawn, IL 60453

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