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2003-03-27 11:13:34
Cook County Recorder 30.50

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.,
successor in interest to First
National Bank of Elmhurst
Commercial Banking -
Elmhurst
990 N. York Road
Elmhurst, IL 60126



WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
1200 N. Ashland Avenue
Chicago, IL 60622
LN# 800000001058

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 December 16, 2002, is made and executed between Cole Taylor Bank, Not Personally, But as Successor Trustee to Glenview State Bank, as Trustee Under a Trust Agreement Dated October 5, 1978 and Known as Trust Number 1837, whose address is 111 W. Washington Street, Chicago, IL 60602 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to First National Bank of Elmhurst, whose address is 990 N. York Road, Elmhurst, IL 60126 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 3, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents in the original amount of \$3,250,000.00 payable to First National Bank of Elmhurst, recorded on November 24, 1999 as Document No's 09110150 and 091-10151, respectively.

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

LOTS 2, 3 AND 4 OF OWNERS DIVISION OF THE SOUTH 925 FEET MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THAT PART LYING WEST OF THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF DEARLOVE ROAD AND EAST OF THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF CHICAGO & NORTHWESTERN RAILROAD OF LOTS 6 & 7 IN DEARLOVE SUBDIVISION OF LOTS 9 & 10 IN THE COUNTY CLERKS DIVISION IN SECTION 32, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4300-4354 Regency Drive, Glenview, IL 60025. The

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MODIFICATION OF MORTGAGE

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Real Property tax identification number is 04-32-301-009; 04-32-301-010; and 04-32-301-011

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


Interest Rate Modified to 6.750%; Principal and Interest payment Modified to \$22,945.21 per month, beginning January 16, 2003, based on a twenty (20) year amortization. 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 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 DECEMBER 16, 2002.

GRANTOR:

COLE TAYLOR BANK, NOT PERSONALLY, BUT AS SUCCESSOR TRUSTEE TO GLENVIEW STATE BANK, AS TRUSTEE UNDER A TRUST AGREEMENT DATED OCTOBER 5, 1978 AND KNOWN AS TRUST NUMBER 1837

By:  V.P.

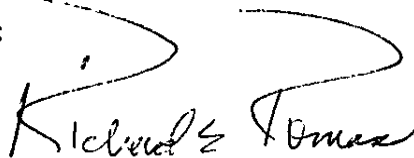
Authorized Signer for Cole Taylor Bank, Not Personally, But as Successor Trustee to Glenview State Bank, as Trustee Under a Trust Agreement Dated October 5, 1978 and Known as Trust Number 1837

This agreement is signed by COLE TAYLOR BANK not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 1837. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of these terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of COLE TAYLOR BANK is hereby expressly waived by the parties hereto and their respective successors and assigns.

Attest:  Sr. T.O.

Authorized Signer for Cole Taylor Bank, Not Personally, But as Successor Trustee to Glenview State Bank, as Trustee Under a Trust Agreement Dated October 5, 1978 and Known as Trust Number 1837

LENDER:

X 
Authorized Signer

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook) SS

On this 16th day of December, 2002 before me, the undersigned Notary Public, personally appeared Mario V. Gotanco, V.P. of Cole Taylor Bank and Linda L. Horcher, Sr. 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 Sherri Smith Residing at 111 W. Washington St. Chicago, IL 60602

Notary Public in and for the State of Illinois
My commission expires



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LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF DuPage

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On this 19th day of Dec, 2002 before me, the undersigned Notary Public, personally appeared Richard E Roman and known to me to be the V.P. 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 [Signature] Residing at Elmhurst IL 60126

Notary Public in and for the State of Illinois

My commission expires 9/20/06