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Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 04/28/2003 12:50 PM Pg: 1 of 4

RECORDATION REQUESTED BY:  
Labe Bank  
4343 N. ELSTON AVE.  
CHICAGO, IL 60641

WHEN RECORDED MAIL TO:  
Labe Bank  
4343 N. ELSTON AVE.  
CHICAGO, IL 60641

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Mary Makhlof  
Labe Federal Bank  
4343 N. Elston Ave  
Chicago, IL 60641

LOAN#0112000746

**MODIFICATION OF MORTGAGE**

\*LaSalle Bank National Association successor trustee to

THIS MODIFICATION OF MORTGAGE dated March 28, 2003, is made and executed between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee on behalf of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO UNDER TRUST AGREEMENT DATED OCTOBER 30, 1999 AND KNOWN AS TRUST NUMBER 100450-07 (referred to below as "Grantor") and Labe Bank, whose address is 4343 N. ELSTON AVE., CHICAGO, IL 60641 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 1, 1999 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENT RECORDED NOVEMBER 09 1999 AND RECORDED IN COOK COUNTY RECORDER OF DEED AS DOCUMENT NUMBER 09054020 & 09054021. MODIFICATION OF MORTGAGE RECORDED SEPTEMBER 04, 2002 IN THE COOK COUNTY RECORDER OFFICE OF DEEDS AS DOCUMENT NUMBER 0020402978 .

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

LOTS 10, 11, 12 AND 13 IN BLOCK 1 IN BRITTON LAND COMPANY'S SUBDIVISION IN THE NORTH 15.98 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF IRVING PARK BOULEVARD 180 FEET EAST OF THE EAST LINE OF NORTH CENTRAL AVENUE; THENCE SOUTH PARALLEL TO THE EAST LINE OF THE NORTH CENTRAL AVENUE 108 FEET THENCE EAST 75 FEET; THENCE NORTH 180 FEET; THENCE WEST 75 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5523-31 W. IRVING PARK RD, CHICAGO, IL 60641. The Real Property tax identification number is 13-21-100-011-0000

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

INCREASE LOAN AMOUNT FROM \$730,000.00 TO \$1,310,000.00.

BOX 333-011

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## MODIFICATION OF MORTGAGE

Loan No: 0112000746

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**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.

**DUE ON FURTHER ENCUMBRANCE.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the recording of any further encumbrance of the Real Property. However, Lender shall not exercise this option if federal or Illinois law prohibits such exercise.

**ADDITIONAL RIGHTS.** NOTWITHSTANDING ANY OTHER PROVISIONS SET FORTH HEREIN THE GRANTOR HEREBY AUTHORIZES LENDER TO FILE UNSIGNED FINANCING STATEMENTS AND AMENDMENTS WITH RESPECT TO LENDER'S SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY AS DESCRIBED IN THIS MORTGAGE DOCUMENT AS THE LENDER DEEMS REASONABLE AND NECESSARY IN ITS SOLE DISCRETION.

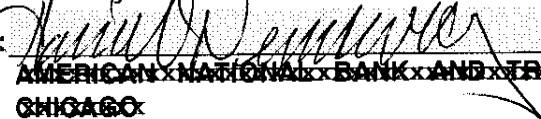
**DUE ON SALE.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 28, 2003.**

**GRANTOR:**

LaSalle Bank National Association successor trustee to  
**AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**  
 UNDER TRUST AGREEMENT DATED OCTOBER 30, 1998 AND KNOWN  
 AS TRUST NUMBER 100456-07 and not

personally

By:   
 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

Trust Officer

This instrument is executed by the undersigned Land 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 agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not personal. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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## MODIFICATION OF MORTGAGE

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LENDER:

X \_\_\_\_\_  
Authorized Signer

### TRUST ACKNOWLEDGMENT

STATE OF Illinois

) \*Harriet Denisewicz, Trust Officer  
) of LaSalle Bank National Association  
) SS successor trustee to

COUNTY OF Cook

)

On this 28 day of March, 2003 before me, the undersigned Notary Public, personally appeared **\*AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO UNDER TRUST AGREEMENT DATED OCTOBER 30, 1998 AND KNOWN AS TRUST NUMBER 100456-07**, 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 *Matthew Carroll* bank/ ~~Residing~~ at Chicago

Notary Public in and for the State of Illinois

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



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## MODIFICATION OF MORTGAGE

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### LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ 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.

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

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

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

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