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Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 05/02/2003 04:02 PM Pg: 1 of 3

WHEN RECORDED MAIL TO:
Founders Bank
Mount Greenwood Branch
3052 West 111th Street
Chicago, IL 60655



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Real Estate Index

21053948

S. Creamer
Founders Bank
3052 West 111th Street
Chicago, IL 60655

212

MODIFICATION OF MORTGAGE

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THIS MODIFICATION OF MORTGAGE dated March 21, 2003, is made and executed between Founders Bank/
Successor Merger to Mount Greenwood Bank not personally but as Trustee on behalf of Founders Bank Trust #5-1198 dated 7/22/96, whose address is
11850 S. Harlem, Palos Heights, IL 60463 (referred to below as "Grantor") and Founders Bank, whose
address is 3052 West 111th Street, Chicago, IL 60655 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 30, 1996 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded 09/05/96 as Document #96-678871.

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

PARCEL 1:

Lots 1 and 2 (except the East 50.35 feet thereof) in Block 1 in Newberry's Addition to Chicago in the West half of the Northeast Quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Easement appurtenant for the benefit of Parcel 1 for Ingress and egress over and upon the following described premises; West 6.23 feet more or less, as measured on the South line thereof, of the East 50.35 feet of Lots 1 and 2 in Newberry's Addition as aforesaid; being the portion of the East 50.35 feet of Lots 1 and 2, as created by Document Number 25314696 recorded on January 10, 1980, made by and between John Marsalli, Leonetta Marsalli, Contantino Marsalli and Nella Ricci Nelli, as Grantors and the Cosmopolitan National Bank of Chicago, Trust Number 23880, and Louis Jacobone, as Grantees.

The Real Property or its address is commonly known as 731-33 N. Wells, Chicago, IL 60610. The Real Property tax identification number is 17-09-203-024-0000

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

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 146603680

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Rate decreased from 7.70% to 6.50%.

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 MARCH 21, 2003.

GRANTOR:

FOUNDERS BANK TRUST #5-1198

This mortgage is executed by Founders 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 it is expressly intended and agreed by the mortgagee herein and by every person and party who hereafter claiming any right or security hereunder that the note, as contained herein or in the note secured by this mortgage shall be construed as creating any liability of Founders Bank or in any way to be a priority under said loan agreement person shall not pay said note or interest that may accrue thereon, or any indebtedness according hereto, or to perform any obligations either express or implied herein contained all such liabilities, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be sought against and out of property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any cosigner, endorser or guarantor of said note.

Successor by Merger to Mount Greenwood Bank
FOUNDERS BANK, not personally but as Trustee under that certain trust agreement dated 07-22-1996 and known as Founders Bank/ Trust #5-1198. Successor by Merger to Mount Greenwood Bank

By: Barbara J. Ralson
~~Trust Officer~~ Asst. Vice President

LENDER:

X Shantette Johnson
Authorized Signer



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MODIFICATION OF MORTGAGE

Loan No: 146603680

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TRUST ACKNOWLEDGMENT

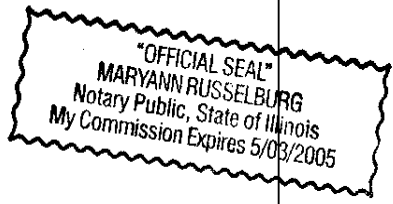
STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 22nd day of April, 2003, before me, the undersigned Notary Public, personally appeared ~~Trust Officer, of Founders Bank/~~ ^{AVP} ~~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.~~ ^{Successor by Merger to Mount Greenwood Bank}

By MaryAnn Russelburg Residing at _____

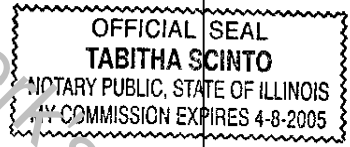
Notary Public in and for the State of Illinois

My commission expires 5/3/2005



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF COOK)



On this 22nd day of April, 2003, before me, the undersigned Notary Public, personally appeared Charlotte Boissonneau ^{Vice President} 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 Tabitha Scinto Residing at Founders Bank

Notary Public in and for the State of Illinois

My commission expires 4-8-05