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Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 05/05/2003 07:20 AM Pg: 1 of 4

RECORDATION REQUESTED BY:
MB Financial Bank, N.A.
Commercial Banking Div. 3
801 W. Madison Street
Chicago, IL 60607

WHEN RECORDED MAIL TO:
MB Financial Bank, N.A.
Loan Documentation
1200 N. Ashland Avenue
Chicago, IL 60622
LN# 7211263

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

John Sheahan x 3199
MB Financial Bank, N.A.
1200 N. Ashland Avenue
Chicago, IL 60622

mb financial
bank_{na}

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 15, 2003, is made and executed between Chicago Title Land Trust Company, Not Personally But as Trustee Under Trust Agreement Dated September 13, 1950 and Known as Trust Number 34662, whose address is 171 N. Clark Street, Chicago, IL 60601 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 801 W. Madison Street, Chicago, IL 60607 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 15, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents in the original amount of \$250,000.00 payable to MB Financial Bank, N.A., recorded on February 25, 2002 as Document No's 0020213211 and 0020213212, respectively.

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

Lots 30, 31 and 32 in Block 37 in Carpenter's Addition to Chicago, a Subdivision of the Southeast 1/4 of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 800-806 W. Washington Street, Chicago, IL 60607. The Real Property tax identification number is 17-08-442-012 and 17-08-442-009

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

Interest Rate Modified to a Fixed Interest Rate of 6.000%; Principal and Interest payment Modified to \$1,623.83 per month, beginning March 15, 2003, based on a twenty-five (25) year amortization; Maturity Date Extended to February 15, 2008. All other terms and provisions of the loan documents and related documents shall remain in full force and effect.

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MODIFICATION OF MORTGAGE

(Continued)

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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 endorser 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.

CROSS DEFAULT. Borrower will be in default if borrower breaks any promise borrower has made to Lender, or borrower fails to comply with or to perform when due any other term, obligation, covenant or condition contained in their Note(s) or any agreement related to their Note(s), or in any other agreement or loan borrower has with Lender. In addition, it is hereby agreed and understood that loan is **Cross-Collateralized** with their other loan obligation.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 15, 2003.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 13, 1950 AND KNOWN AS TRUST NUMBER 34662

By: 

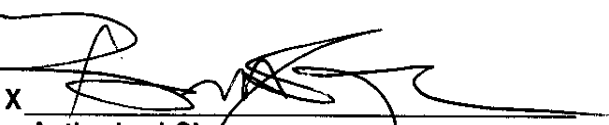
Authorized Signer for Chicago Title Land Trust Company, Not Personally But as Trustee Under Trust Agreement Dated September 13, 1950 and Known as Trust Number 34662

Attestation not required

By: 

Authorized Signer for Chicago Title Land Trust Company, Not Personally But as Trustee Under Trust Agreement Dated September 13, 1950 and Known as Trust Number 34662

LENDER:

X 

Authorized Signer

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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TRUST ACKNOWLEDGMENT

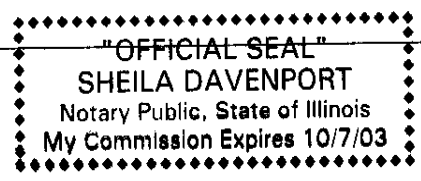
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this MAR 25 2003 day of March, before me, the undersigned Notary Public, personally appeared CAROLYN PALPENELLA ASST VICE PRESIDENT of CHICAGO TITLE & TRUST COMPANY

, 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 Sheila Davenport
 Notary Public in and for the State of _____
 My commission expires _____

Residing at _____



DEPT. OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF COOK) SS
)

On this 25th day of March, 2003 before me, the undersigned Notary Public, personally appeared Bart Q JOHNSON and known to me to be the VP, 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 Maria E Lara Residing at 801 W Madison

Notary Public in and for the State of Ill

My commission expires 2/8/04



County Clerk's Office