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RECORDATION REQUESTED BY:
Harris Bank Winnetka, N.A.
520 Green Bay Road
Winnetka, IL 60093



0315441130
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 06/03/2003 11:04 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
Harris Bank/BLST
Attn: Collateral management
P.O. Box 2880
Chicago, IL 60690-2880

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
V. Jados, Documentation Specialist
Harris Bank/BLST
311 W. Monroe St., 14th Floor
Chicago, IL 60606

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 23, 2003, is made and executed between Chicago Title Land Trust Company as Trustee to Chicago Title Land Trust Company Trust No. 1095799 dated July 26, 1990, whose address is 120 N. Clark Street, Chicago, IL 60602 (referred to below as "Grantor") and Harris Bank Winnetka, N.A., whose address is 520 Green Bay Road, Winnetka IL 60093 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 31, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on April 16, 2003 as Document #0310641133 and Document #0310641134 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

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

LOT 2 IN JOSEPH KANTA'S SUBDIVISION OF LOT 2 IN CUMMINGS AND COMPANY'S SUBDIVISION OF BLOCKS 1 AND 2 IN THE SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5919 W. Cermak Road, Cicero, IL 60804. The Real Property tax identification number is 16-29-201-002-0000

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

This Modification of Mortgage reflects the following: (1) that a tax reserve account has been established per the addition of a paragraph titled "Tax and Insurance Reserves" below. All other terms and conditions remain the same.

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

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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.

TAX RESERVES. Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes one month prior to the date the taxes become delinquent. Grantor shall further pay a monthly pro rata share of all assessments and other charges which may accrue against the Property. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default as described in the Mortgage.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 23, 2003.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY TRUST NO. 1095799 DATED JULY 26, 1990

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 07-26-1990 and known as Chicago Title Land Trust Company Trust No. 1095799 dated July 26, 1990.

By: 
Authorized Signer for Chicago Title Land Trust Company

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indications, representations, covenants, undertakings and agreements herein made as the part of the Trustee shall in form purporting to the warranties, indications, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and intended not as persons, but as persons, by said Trustee personally, but as made and intended for the purpose of binding only that party or parties to the trust property specifically described herein, and this instrument is not to be construed by said Trustee and in its own right, but solely in the exercise of the powers conferred upon it as Trustee, and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Chicago Title Land Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, in any way, expressly or implied, and released.

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LENDER:

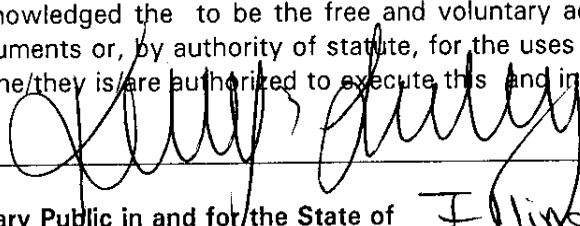
X 
 Authorized Signer

TRUST ACKNOWLEDGMENT

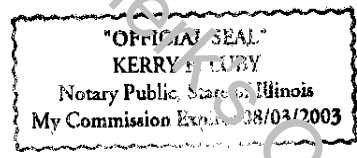
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 27 day of May, 2003 before me, the undersigned Notary Public, personally appeared [Signature] an officer of CHICAGO TITLE LAND 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  Residing at 171 N. CLARK ST.
CHICAGO IL 60601
 Notary Public in and for the State of Illinois

My commission expires _____



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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

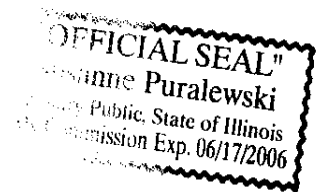
COUNTY OF COOK)

On this 27th day of MAY, 2003 before me, the undersigned Notary Public, personally appeared KICK SAHM 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 [Signature] Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 6/17/06



COOK County Clerk's Office