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0319142334

Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 07/10/2003 02:15 PM Pg: 1 of 4

RECORDATION REQUESTED BY:
BANCO POPULAR NORTH
AMERICA
Rosemont Headquarters
9600 W. Bryn Mawr
Rosemont, IL 60018

WHEN RECORDED MAIL TO:
BANCO POPULAR NORTH
AMERICA
Rosemont Headquarters
9600 W. Bryn Mawr
Rosemont, IL 60018

SEND TAX NOTICES TO:
BANCO POPULAR NORTH
AMERICA
Rosemont Headquarters
9600 W. Bryn Mawr
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

30X169

This Modification of Mortgage prepared by:

4575-0101
BANCO POPULAR NORTH AMERICA
9600 W. Bryn Mawr
Rosemont, IL 60018

RET Title 213871

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 14, 2003, is made and executed between Walther Lutheran High School Association, Incorporated, a not for profit organization, whose address is 900 Chicago Ave., Melrose Park, IL 60160 (referred to below as "Grantor") and BANCO POPULAR NORTH AMERICA, whose address is 9600 W. Bryn Mawr, Rosemont, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 14, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated November 14, 2002 and recorded February 20, 2003 in Cook County Recorder of Deeds as Document No. 0030240593 .

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

LOTS 13 TO 22, BOTH INCLUSIVE, LOTS 23 TO 32, BOTH INCLUSIVE, IN BLOCK 2 TOGETHER WITH THE VACATED 14 FOOT WIDE ALLEY ADJACENT TO SAID LOTS; LOTS 1 TO 10, BOTH INCLUSIVE, LOTS 13 TO 22, BOTH INCLUSIVE, LOTS 23 TO 32, BOTH INCLUSIVE, LOTS 35 TO 44, BOTH INCLUSIVE, IN BLOCK 3 TOGETHER WITH THE VACATED 14 FOOT WIDE ALLEY ADJACENT TO SAID LOTS; LOTS 1 TO 10, BOTH INCLUSIVE, LOTS 13 TO 22, BOTH INCLUSIVE, IN BLOCK 8 ((EXCEPT THAT NORTH 20 FEET THEREOF), AND LOTS 9 AND 10, BOTH INCLUSIVE, AND LOTS 12 TO 22, BOTH INCLUSIVE, (EXCEPT THE WEST 5 FEET OF SAID LOTS) IN BLOCK 9, TOGETHER WITH VACATED 66 FOOT WIDE RICE STREET ADJACENT TO BLOCKS 2, 3, 8, 9 AND VACATED ALLEY IN BLOCKS 2 AND 3; AND VACATED 66 FOOT WIDE 10TH AVENUE ADJACENT TO LOTS 23 TO 32 IN BLOCK 2, LOTS 23 TO 32 IN BLOCK 3, LOTS 35 TO 44 IN BLOCK 3; LOTS 1 TO 10 IN BLOCK 8, AND

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

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LOTS 13 TO 22 IN BLOCK 8; AND LOTS 13 TO 22 IN BLOCK 9, ALL IN A.J. STONE'S ADDITION, A SUBDIVISION OF LOT 1 (EXCEPT THE NORTH 15 ACRES) OF PARTITION OF THE SOUTH 1/2 OF SECTION 3 AND THE PART NORTH OF RAILROAD OF SECTION 10, ALL IN TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 900 Chicago Ave., Melrose Park, IL 60160. The Real Property tax identification number is 15-03-461-012; 15-10-206-019; 15-10-207-023; 15-03-445-024; 15-03-445-029; 15-03-462-024; 15-03-462-023 and 15-03-446-045

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

Effective June 14, 2003, the outstanding indebtedness on the existing Mortgage is increased from \$200,000.00 to \$500,000.00. Therefore all references to the loan documents to \$200,000.00 are hereby deleted and inserted in lieu thereof are corresponding references to \$500,000.00. This Mortgage is further being modified to extend the maturity date from November 14, 2003 to November 14, 2004. 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 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 JUNE 14, 2003.

GRANTOR:

WALTHER LUTHERAN HIGH SCHOOL ASSOCIATION, INCORPORATED

By: Donald E. Gillingham
Donald E. Gillingham, Executive Director of Walther Lutheran
High School Association, Incorporated

LENDER:

X [Signature]
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this 26th day of June, 2003 before me, the undersigned Notary Public, personally appeared **Donald E. Gillingham, Executive Director of Walther Lutheran High School Association, Incorporated**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Marissa Gonzalez Residing at 1600 W. Lake St.

Notary Public in and for the State of Illinois

My commission expires 04/03/04

Cook County Clerk's Office

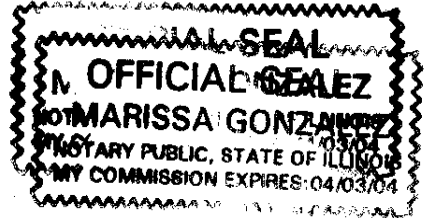
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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this 26th day of June, 2003 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 Marissa Gonzalez Residing at 1600 W. Lake St.

Notary Public in and for the State of Illinois

My commission expires 04/03/04

Cook County Clerk's Office