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Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 07/28/2003 02:01 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:  
American Chartered Bank  
1199 E. Higgins Road  
Schaumburg, IL 60173

FOR RECORDER'S USE ONLY

CTI ST 5035293 z BMA

This Modification of Mortgage prepared by:

American Chartered Bank  
1199 E. Higgins Road  
Schaumburg, IL 60173

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PS

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated January 17, 2003, is made and executed between The Elliott Group, Inc. (referred to below as "Grantor") and American Chartered Bank, whose address is 1199 E. Higgins Road, Schaumburg, IL 60173 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 25, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on August 5, 2002 as Document #0020850883 in the Cook County Recorder's Office, as 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 1 IN THE LINCOLN TOWERS EIGHTH ADDITION SUBDIVISION THE NORTHWESTERLY 1/2 OF LOT 21 (EXCEPT THE NORTHWESTERLY 161.50 FEET THEREOF) IN BRONSON'S PART OF CALDWELLS RESERVE IN TOWNSHIP 40 AND TOWNSHIP 41, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THE NORTHEAST 33 FEET AND THE SOUTHEAST 33 FEET THEREOF) AND (EXCEPT THEREFROM THAT PART LYING SOUTH OF A LINE 50 FEET NORTH OF THE CENTER LINE OF DEVON AVENUE), IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6400 Longmeadow Ave., Lincolnwood, IL 60712. The Real Property tax identification number is 10-33-427-029-0000

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

This Modification of Mortgage reflects the following: (1) An increase in the principal amount of the above referenced mortgage from \$742,500.00 to \$828,700.00. 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

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 223970101

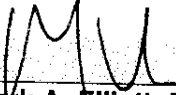
Page 2

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.

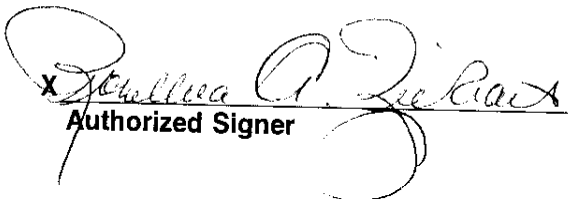
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 17, 2003.**

**GRANTOR:**

**THE ELLIOTT GROUP, INC.**

By:  PRESIDENT  
Mark A. Elliott, President of The Elliott Group, Inc.

**LENDER:**

X   
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 223970101

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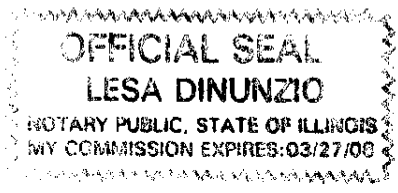
### CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 20th day of January, before me, the undersigned Notary Public, personally appeared **Mark A. Elliott, President of The Elliott Group, Inc.**, 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 Lesia Dinunzio Residing at 930 E. Glencoe Rd  
Palatine, IL  
Notary Public in and for the State of Illinois

My commission expires 3/27/06



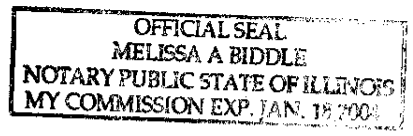
### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 17th day of January, 2007 before me, the undersigned Notary Public, personally appeared Ronellva A. Biddle and known to me to be the Sr. V.P., 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 Melissa A. Biddle Residing at Chicago, IL  
Notary Public in and for the State of Illinois

My commission expires 1-18-04



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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 223970101

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