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Eugene "Gene" Moore Fee: $36.50
Cook County Recorder of Deeds
Date: 08/04/2003 03:49 PM Pg: 1 of 7

DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:
Ronald T. Slewitzke
Morgan, Lanoff, Denniston & Jackson, Ltd.
33 North LaSalle Street, Suite 2030
Chicago, Illinois 60602

MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT AND OTHER SECURITY DOCUMENTS

THIS MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT AND OTHER SECURITY DOCUMENTS ("Modification") is made and entered into as of this 26 day of June, 2003, by **LASALLE BANK NATIONAL ASSOCIATION formerly known as LASALLE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated May 8, 2002, and known as Trust No. 129542** ("Trustee") and **THOMAS J. COONEY & SONS PARTNERSHIP,** a general partnership ("Beneficiary"; Trustee and Beneficiaries hereinafter collectively referred to as "Borrower"), having a mailing address of 625 Busse Highway, Park Ridge, Illinois 60068, to the order of **AMCORE BANK, N.A.** (together with its successors and assigns, including each and every holder from time to time of the Notes hereinafter described, "Lender") with a mailing address at 1933 Meacham Road, Suite 110, Schaumburg, Illinois 60173, Attn: Joseph D. Paige.

RECITALS:

WHEREAS, Lender has heretofore made a loan (the "Loan") to Borrower in the original principal amount of **Two Million Three Hundred Thousand and 00/100 Dollars ($2,300,000.00)**; and

WHEREAS, the Loan is evidenced by, among other things, that certain Promissory Note made by Borrower payable to the order of Lender dated as of October 22, 2002 in the principal amount of **Two Million Two Hundred Thousand and 00/100 Dollars ($2,200,000.00)**; that certain Revolving Line of Credit Note made by Borrower payable to the order of Lender dated as of October 22, 2002 in the principal amount of **One Hundred Thousand and 00/100 Dollars ($100,000.00)** (collectively the "Promissory Note; and Revolving Line of Credit Note are sometimes collectively referred to herein as the "Notes"); and

WHEREAS, the Loan and the Notes are secured by, among other things, Mortgage and Security Agreement dated as of the 22nd day of October, 2002, by Borrower in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 31, 2002 as Document Nos. 0021203765 and 0021203766 (the "Mortgage"), an Assignment of Rents and Leases dated as of the 22nd day of October, 2002 by Borrower in favor of Lender recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 31, 2002 as Document Nos. 0021203767 and 0021203768 (the "Assignment") and the Notes are further secured by a Guaranty

of Payment dated as of the 22nd day of October, 2002 by Thomas J. Cooney, Martin P. Cooney, Michael J. Cooney and Cooney Funeral Home, Ltd., an Illinois corporation (collectively hereafter referred to as "Guarantor") in favor of Lender; and

WHEREAS, Borrower desires that the Notes be modified to increase the total principal balance to **Three Million and 00/100 Dollars ($3,000,000.00)**, including **One Hundred Thousand and 00/100 Dollars ($100,000.00)** of that amount to be the reinstatement of the Revolving Line of Credit Promissory Note for a period from the date of this Modification until June 30, 2004; and

WHEREAS, Borrower desires that each Note, Assignment and Mortgage, every security document and the Loan Agreement be modified to increase the total amount of the Loan to **Three Million and 00/100 Dollars ($3,000,000.00)** as follows:

1. The Revolving Line of Credit Note for One Hundred Thousand and 00/100 Dollars ($100,000.00) shall be reinstated until June 30, 2004;

2. The principal amount of the Promissory Note for Two Million Two Hundred Thousand and 00/100 Dollars ($2,200,000.00) is hereby increased to Two Million Nine Hundred Thousand and 00/100 Dollars ($2,900,000.00);

3. The first three (3) monthly payments after execution of these documents shall be interest payments only, thereafter beginning in the fourth month and each month thereafter the payment of principal and interest shall resume in the amount of Twenty Two Thousand Nine Hundred Twenty One and 00/100 Dollars ($22,921.00) each month;

4. Borrowers indebtedness requirements are modified as follows: Borrower must maintain a minimum Debt Coverage Ratio of 1.10x at fiscal year end 2003 and 1.25x at fiscal year end 2004 and thereafter, measured annually;

5. Simultaneous with the execution of these documents the Borrower shall pay to Lender a Loan Modification fee in the amount of Three Thousand Five Hundred and 00/100 Dollars ($3,500.00) ("Modification Fee") and reimburse Lender for all fees and costs including attorneys' fees incurred by Lender in connection with the Modification; and

6. The Partnership's name on the Mortgage and Security documents and all documentation is hereby amended to "Thomas J. Cooney Sons Partnership".

WHEREAS, the parties desire to modify and amend the Loan as provided herein and as a condition to such modification, Lender is requiring: (i) this Modification and Modification to the Loan Agreement; (ii) an Amendment to the Promissory Note dated of even date herewith executed

by Borrower and an Amendment to the Revolving Line of Credit Note dated of even date herewith executed by Borrower (collectively, the "Note Amendments"); (iii) a Consent and Reaffirmation of Guarantor and Modification of Guaranty of Payment executed by Guarantor whereby the Guaranty is modified to refer to the Notes as modified by the Note Amendments (the "Guaranty Reaffirmation"); and (iv) a Restatement and Reaffirmation of Collateral Assignment of Beneficial Interest and Security Agreement; and

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars ($10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals**. The aforesaid recitals are hereby incorporated into this Modification by reference as if fully set forth in this Paragraph 1. Wherever the terms and conditions of this Modification conflict with the terms and conditions of the Mortgage, the terms and conditions of this Modification shall control. In all other respects the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Mortgage and the other documents evidencing and securing the Loan (the "Other Security Documents").

2. **Modification of Mortgage and Other Security Documents**. The Mortgage, the Loan Agreement and Other Security Documents are hereby modified by deleting therefrom the amount of the Loan of Two Million Three Hundred Thousand and 00/100 Dollars ($2,300,000.00) where it appears and substituting therefore the amount of Three Million a and 00/100 Dollars ($3,000,000.00).

3. **References to Notes**. From and after the date hereof (i) the Mortgage and the Other Security Documents shall be deemed to secure the Notes as modified by the Note Amendments; and (ii) any and all references in the Mortgage or the Other Security Documents to any Note or Notes shall be deemed to refer to such Note or Notes as modified by the respective Note Amendments.

4. **References to Loan Documents and Guaranty**. Any and all references in the Mortgage and the Other Security Documents to the "Loan Documents" shall from and after the date hereof be deemed to refer to such Loan Documents as modified by this Modification, the Loan Agreement Modification, the Note Amendments and the Guaranty Reaffirmation and any and all references in the Mortgage and the Other Security Documents to the "Guaranty" shall from and after the date hereof be deemed to refer to the Guaranty as consented to and reaffirmed by the Guaranty Reaffirmation.

5. **Reaffirmation of Representations and Warranties**. Mortgagor hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations and warranties contained in the Mortgage and the Other Security Documents.

6. **Reaffirmation of Covenants**. Mortgagor does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage and the Other Security Documents as herein modified.

7. **Laws of Illinois**. This Modification shall be covered and construed under the laws of the State of Illinois.

8. **Property**. The properties which secures this Mortgage Modification are set forth in Exhibit A attached hereto.

IN WITNESS WHEREOF, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

This instrument is executed by the undersigned Land Trustee, [illegible] of the power [illegible] Trustee. [illegible] and [illegible] agreement of the [illegible]

LASALLE BANK NATIONAL ASSOCIATION f/k/a LASALLE NATIONAL BANK, not personally but solely as Trustee as aforesaid

By: Nancy A Carlin
Name: Nancy A. Carlin
Title: Asst Vice President

THOMAS J. COONEY SONS PARTNERSHIP, f/k/a THOMAS J. COONEY & SONS PARTNERSHIP, a general partnership

By: Thomas J. Cooney
THOMAS J. COONEY

By: Martin P. Cooney
MARTIN P. COONEY

By: Michael P. Cooney
MICHAEL P. COONEY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nancy A. Carlin, Asst Vice President of **LaSalle Bank National Association f/k/a LaSalle National Bank,** not personally but solely as Trustee as aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing **Modification of Mortgage and Other Security Documents**, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument, on behalf of said Trustee and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 27th day of June, 2003.

"OFFICIAL SEAL"
TAWANA M. FOSTER
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 08/14/2005

Tawana M. Foster
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

ATTESTATION

I, MICHAEL C. ROBERTS, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that **Thomas J. Cooney, Michael J. Cooney and Martin P. Cooney**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 26 day of June, 2003.

Notary Public

Commission expires _____, 20___.

"OFFICIAL SEAL"
MICHAEL C. ROBERTS
COMMISSION EXPIRES 10/12/06

CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and hereby approves the foregoing Modification of Mortgage and Other Security Documents.

Dated: June 26, 2003

AMCORE BANK , N.A.

By: _____
Name: Joseph D. Paige
Title: Vice President

EXHIBIT "A"

LEGAL DESCRIPTION

FOR PROPERTY ADDRESS:

625 BUSSE HIGHWAY
PARK RIDGE, ILLINOIS

LOT 2 IN RIECK'S RESUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 4, 5, 6, 7, 8 AND 9 IN PEHLKE'S DIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 625 BUSSE HIGHWAY, PARK RIDGE, ILLINOIS

PERMANENT INDEX NUMBER: 09-26-117-089-0000

AND FOR PROPERTY ADDRESS:

3918 WEST IRVING PARK ROAD
CHICAGO, ILLINOIS

LOTS, 10, 11, 12, AND 13 (EXCEPT THAT PART TAKEN FOR ALLEY) AND LOTS 14 IN BLOCK 1 IN EDWARDS AND DANA'S ADDITION TO IRVING PARK, BEING A SUBDIVISION OF THE SOUTH WEST QUARTER OF THE SOUTH WEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3918 WEST IRVING PARK ROAD, CHICAGO, ILLINOIS.

PERMANENT INDEX NUMBER: 13-14-327-025
PERMANENT INDEX NUMBER: 13-14-327-026
PERMANENT INDEX NUMBER: 13-14-327-027
PERMANENT INDEX NUMBER: 13-14-327-028

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