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Eugene "Gene" Moore Fee: \$34.50  
Cook County Recorder of Deeds  
Date: 08/25/2003 12:00 AM Pg: 1 of 6

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.,  
successor in interest to  
Manufacturers Bank  
Commercial Banking Div. 1  
1200 N. Ashland Avenue  
Chicago, IL 60622

**WHEN RECORDED MAIL TO:**

MB Financial Bank, N.A.  
Loan Documentation  
1200 N. Ashland Avenue  
Chicago, IL 60622

LN# 411724

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

Loan Documentation Specialist (ol)  
MB Financial Bank, N.A.  
1200 North Ashland Avenue  
Chicago, IL 60622



**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated June 30, 2003, is made and executed between Kelly Nissan, Inc., whose address is 4300 W. 95th Street, Oak Lawn, IL 60453 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to Manufacturers Bank, whose address is 1200 N. Ashland Avenue, Chicago, IL 60622 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 1, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage Recorded March 6, 2001 as Document No. 0010173563; further modified by a Modification of Mortgage dated March 1, 2002 and Recorded on May 16, 2002 as Document No. 0020560824; further modified by a Modification of Mortgage dated March 1, 2003 and Recorded on May 6, 2003 as Document No. 0312311051, respectively.

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

See "Exhibit A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 4300 W. 95th Street, Oak Lawn, IL 60453. The Real Property tax identification number is 24-03-400-037, 24-03-400-040, 24-03-408-010 and 013-0000

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

The Maturity date is hereby extended to June 30, 2004. All other terms and provisions of the loan

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(Continued)**

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documents shall remain in full force and effect.

**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 30, 2003.**

**GRANTOR:**

**KELLY NISSAN, INC.**

By: AW Kelly

Arthur W. Kelly, President of Kelly Nissan, Inc.

**LENDER:**

x Maurice M. Jones

Authorized Signer

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(Continued)**

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**CORPORATE ACKNOWLEDGMENT**

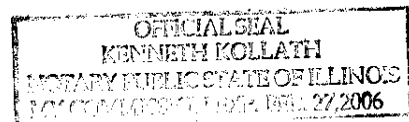
STATE OF IL )  
 ) SS  
COUNTY OF COOK )

On this 30 day of JUNE, 2003 before me, the undersigned Notary Public, personally appeared **Arthur W. Kelly, President of Kelly Nissan, 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 Arthur W. Kelly Residing at THORNTON IL

Notary Public in and for the State of IL

My commission expires 2/27/06

**LENDER ACKNOWLEDGMENT**

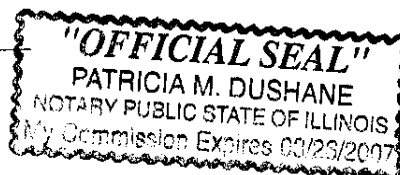
STATE OF Illinois )  
 ) SS  
COUNTY OF COOK )

On this 30th day of June, 2003 before me, the undersigned Notary Public, personally appeared Maureen JAMES 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 Patricia M. Dushane Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 3-26-07



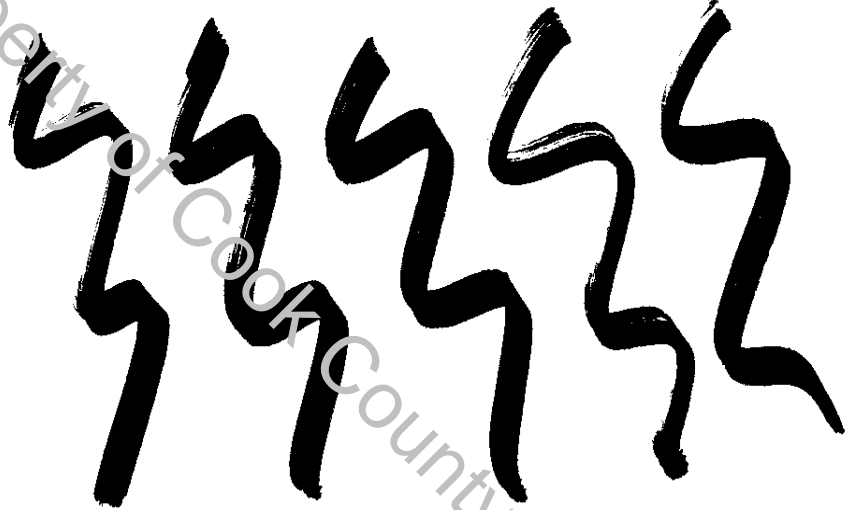
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## MODIFICATION OF MORTGAGE (Continued)

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Property of Cook County Clerk's Office

A large, thick, black handwritten scribble consisting of several overlapping, jagged, and somewhat circular strokes, resembling a stylized 'S' or a series of connected loops. It is positioned diagonally across the center of the page, partially obscuring the diagonal watermark text.

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EXHIBIT "A"

Legal Descriptions of Kelly-Kean Nissan Property  
Located at 4300 West 95th Street, Oak Lawn, Illinois:

Parcel 1:

THE EAST 69.25 FEET OF LOT 3 AND THAT PART OF LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE EAST ALONG THE SOUTH LINE OF LOT 2, 140.75 FEET; THENCE NORTH AT RIGHT ANGLES TO THE SOUTH LINE OF LOT 2, 150 FEET TO A POINT; THENCE WEST PARALLEL TO THE SOUTH LINE OF LOT 2, 47 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 150 FEET TO A POINT IN THE NORTH LINE OF LOT 2 THAT IS 93.75 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE WEST ALONG NORTH LINE OF SAID LOT 2, 93.75 FEET TO THE NORTHWEST CORNER OF LOT 2; THENCE SOUTH ALONG THE WEST LINE OF LOT 2 TO THE POINT OF BEGINNING, ALL IN WIEGEL AND KILGALLEN'S 95TH STREET SUBDIVISION OF THE NORTH 300 FEET OF THE SOUTH 350 FEET OF THE EAST THREE QUARTERS OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 24-03-408-010

Parcel 2:

THE WEST 163 FEET OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A TRACT: THE NORTH 25 FEET OF THE SOUTH 375 FEET (EXCEPT THE EAST 33 FEET THEREOF AND EXCEPT THE WEST 262.50 FEET THEREOF), OF THE EAST THREE QUARTERS OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 24-03-400-037

Parcel 3:

THAT PART OF LOT 2 IN WIEGEL AND KILGALLEN'S 95TH STREET SUBDIVISION OF THE NORTH 300 FEET OF THE SOUTH 350 FEET OF THE EAST THREE QUARTERS OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL

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MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE  
 SOUTHWEST CORNER OF LOT 2; THENCE EAST ALONG THE SOUTH  
 LINE OF LOT 2 FOR A DISTANCE OF 140.75 FEET TO THE  
 POINT OF BEGINNING; THENCE NORTH AT RIGHT ANGLES TO THE  
 SOUTH LINE OF LOT 2 FOR A DISTANCE OF 150.00 FEET TO A  
 POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF LOT  
 2 FOR A DISTANCE OF 47.00 FEET TO A POINT; THENCE NORTH  
 150 FEET TO A POINT OF THE NORTH LINE OF LOT 2 THAT IS  
 93.75 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 2;  
 THENCE EAST ALONG THE NORTH LINE OF LOT 2 FOR A  
 DISTANCE OF 87.00 FEET TO A POINT; THENCE SOUTH FOR A  
 DISTANCE OF 300 FEET TO A POINT ON THE SOUTH LINE OF  
 LOT 2, SAID POINT BEING 180.75 FEET EAST OF THE  
 SOUTHWEST QUARTER OF SAID LOT 2; THENCE WEST ALONG THE  
 SOUTH LINE OF LOT 2 FOR A DISTANCE OF 40.00 FEET TO THE  
 POINT OF BEGINNING.

P.I.N.: 24-03-408-013

Parcel 4:

THE WEST 86.98 FEET OF THE NORTH 25 FEET OF THE SOUTH  
 375 FEET (EXCEPT THE EAST 33 FEET THEREOF AND EXCEPT  
 THE WEST 425.50 FEET THEREOF) OF THE EAST THREE  
 QUARTERS OF THE SOUTHWEST QUARTER OF THE SOUTHEAST  
 QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST  
 OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
 ILLINOIS.

P.I.N.: 24-03-400-040