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Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 08/28/2003 11:27 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
Hyde Park Bank and Trust
Company
Loan Department
1525 East 53rd Street
Chicago, IL 60615

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Callelena Lindsay
Hyde Park Bank and Trust Company
1525 East 53rd Street
Chicago, IL 60615

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 22, 2003, is made and executed between Adam P. Winick, Trustee of The Adam P. Winick Trust under the provisions of a Trust Agreement dated September 23, 1999, whose address is c/o ICM Properties, 2315 N. Southport, Chicago, IL 60614 (referred to below as "Grantor") and Hyde Park Bank and Trust Company, whose address is 1525 East 53rd Street, Chicago, IL 60615 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 20, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

The Mortgage, which encumbers the Real Property described below, was recorded on July 25, 2000 as Document Number 00559890 in the Recorder's Office of Cook County, Illinois and secures a Note dated July 20, 2000 in the original principal amount of SIX HUNDRED NINETY THOUSAND AND NO/100 (\$690,000.00) DOLLARS executed by Grantor and payable to Lender ("Note"). As of July 22, 2003, the unpaid principal amount of the Note is SIX HUNDRED SIXTY FOUR THOUSAND NINE HUNDRED THIRTY NINE AND 20/100 (\$664,939.20) DOLLARS.

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

LOT 19 IN MCCLELLAND'S SUBDIVISION OF THE EAST 2.961 ACRES OF BLOCK 2 IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

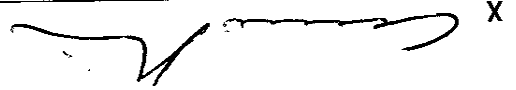
The Real Property or its address is commonly known as 1326 W. Diversey, Chicago, IL 60614. The Real Property tax identification number is 14-29-130-035-0000

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

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Property of Cook County Clerk's Office

Authorized Signer

X 

LENDER:

X Adam P. Winick, Trustee of The Adam P. Winick Trust, under the provisions of a Trust Agreement dated September 23, 1999

X 

GRANTOR:

JULY 22, 2003.

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

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 endorses to the Note, including accommodation parties, unless a party is expressly released by the 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.

As of the date of this Modification of Mortgage, the Mortgage secures a Note dated July 22, 2003 in the original principal amount of \$664,939.20 payable according to its terms with interest at rates provided for in the Note. The Note dated July 22, 2003 is a renewal and modification of the Note dated July 20, 2000.

The definition of Note is modified as follows; the last sentence of that paragraph is eliminated in its entirety.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 54745-00003

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF COOK) SS
)

On this 22nd day of July, 2003 before me, the undersigned Notary Public, personally appeared **Adam P. Winick, Trustee of The Adam P. Winick Trust**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification 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 is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Gabrielle L. Pickett Residing at Chicago, Illinois
 Notary Public in and for the State of Illinois

My commission expires 10/6/03



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF COOK) SS
)

On this 22nd day of JULY, 2003 before me, the undersigned Notary Public, personally appeared Claudio Ricci and known to me to be the Senior VP SR. VICE PRESIDENT 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 Gabrielle L. Pickett Residing at Chicago, Illinois
 Notary Public in and for the State of Illinois

My commission expires 10/6/03



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