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**RECORDATION REQUESTED BY:** 

MB Financial Bank, N.A.
Commercial Banking Morton Grove
6201 W. Dempster Avenue
Morton Grove, IL 60053

WHEN RECORDED MAIL TO:
MB Financial Bank, N.A.
Loan Documentation
1200 N. Ashland Avenue
Chicago, IL 60622



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

, John Sheahan x 4416 MB Financial Bank, N.A. 1200 N. Ashland Avenue Chicago, IL 60622



#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 26, 2003, is made and executed between MB Financial Bank, N.A., Not Personally But as Trustee Under Trust Agreement Number 3073 Dated February 25, 2002, whose address is 1200 N. Ashland Avenue, Chicago, IL 60622 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6201 W. Dempster Avenue, Morton Grove, IL 60053 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 26, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Construction Mortgage and Assignment of Rents in the original amount of \$1,841,100.00 payable to MB Financial Bank, N.A., recorded on July 10, 2002 ad Document No's 0020753304 and 0020753305, respectively.

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

Lot 2 and Lot 4 in Regency Place Subdivision, Being a Subdivision of the South 1/2 of the West 3/4 of the North 1/2 of Section 7, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, According to the Plat Thereof Recorded February 17, 1999 as Document Number 99160030, in Cook County, Illinois

The Real Property or its address is commonly known as 4032 Noble Court and 4035 Noble Court, Northbrook, IL 60062. The Real Property tax identification number is 04-07-103-011-0000 and 04-07-103-013-0000

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

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## **MODIFICATION OF MORTGAGE**

Loan No: 7212578

(Continued)

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Extend Maturity Date to November 30, 2003; Lender's Reference Rate plus 1.000% Variable modified to Lender's Reference Rate plus 0.500% Variable, with a Interest Rate Floor of 5.500%. All other terms and provisions of the loan documents and related 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 Ary 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 26, 2003.

**GRANTOR:** 

MB FINANCIAL BANK, N.A., NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 3073 DATED FELP JARY 25, 2002

Authorized Signer for MB Financial Bank, N.A., Personally But as Trustee Under Trust Agreement Number 3073 Dated February 25, 2002

al Authorized Signer for MB Financial Bank, Personally But as Trustee Under Trust Agreement Number 3073 Dated February 25, 2002

LENDER:

Authorized Signer

MB Financial Bank, N.A. as Trustee under Trust and not individually 3073

executes this Wall for the sole purpose of blinding title to the trust property to the terms and conditions of this

document and for no other purpose.

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# MODIFICATION OF MORTGAGE (Continued)

Page 3 Loan No: 7212578 TRUST ACKNOWLEDGMENT ) ) SS ) COUNTY OF \_\_\_\_\_COOK 2003 before me, the undersigned Notary day of On this Public, personally appraired Coel , and known to me to be (ar) authorized trustee(s) or agent(s) 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/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust. Residing at 1200 By\_ Notary Public in and for the State of <u>Filippo</u> ANA I. COSS Clark's Office My commission expires \_ NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 12/01/2004

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#### **MODIFICATION OF MORTGAGE** (Continued)

Loan No: 7212578 Page 4 LENDER ACKNOWLEDGMENT STATE OF \_\_\_\_\_\_\_ ) SS COUNTY OF \_\_\_\_\_COOK ) 22 well day of \_ July \_, 2003 before me, the undersigned Notary Public, personally appeared RONALD CALANDRA wand known to me to be the PRESIDENT , authorized agents 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 Lenden Residing at 1200 N. Ashland OFFICIAL SEAL" 12-01-04 My commission expires ANA L COSS NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 12/01/2004 IPLIGZO1.