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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

David J. O'Keefe
Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street
Suite 1910
Chicago, Illinois 60601



Doc#: 0330034135
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 10/27/2003 01:36 PM Pg: 1 of 6

MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS

THIS MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS ("Modification") is made and entered into as of the 25th day of September, 2003, by **NORTH STAR TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 12, 2003, AND KNOWN AS TRUST NO. 03-6200** ("Trustee"), with a mailing address at 529 West Golf Road, Arlington Heights, Illinois 60004, and **GETTYSBURG DEVELOPMENT CORPORATION**, an Illinois corporation ("Beneficiary") with a mailing address at 529 West Golf Road, Arlington Heights, Illinois 60004 (Trustee and Beneficiary are hereinafter collectively referred to as "Mortgagor"), to the order of **MB FINANCIAL BANK, N.A.** ("Lender"), having its principal office at 1200 North Ashland Avenue, Chicago, Illinois 60622 Attention: Jane M. Okarski.

RECITALS:

WHEREAS, Lender has heretofore made a mortgage loan (the "Loan") to Mortgagor in the original principal amount of **Two Million Six Hundred Ten Thousand and 00/100 Dollars (\$2,610,000.00)**; and

WHEREAS, the Loan is evidenced by a Mortgage Note dated as of June 27, 2003 (the "Note") made by Mortgagor whereby Mortgagor promised to pay to the order of Lender the principal sum of **Two Million Six Hundred Ten Thousand and 00/100 Dollars (\$2,610,000.00)**, all as more specifically set forth in said Note; and

WHEREAS, the Note is secured by, among other things, a Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of the 27th day of June, 2003, by Mortgagor in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 18, 2003, as Document No. 0319947090 (the "Mortgage") and a Guaranty of Payment dated as of the 27th day of June, 2003 (the "Guaranty") by **Larry M. McKone**, individually ("Guarantor"), in favor of Lender; and any and all other instruments and documents executed by or on behalf of Mortgagor and delivered to Lender in connection with the Loan, which are hereinafter collectively referred to as the "Other Security Documents"; and

WHEREAS, the Note currently provides for a Maturity Date of September 25, 2003 and Mortgagor desires that the Loan be modified to extend the Maturity Date for sixty (60) days; and

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WHEREAS, the parties desire to modify and amend the terms of the Loan as provided herein and as a condition to such modification, Lender is requiring: (i) this Modification; (ii) an Amendment to Mortgage Note dated of even date herewith executed by Mortgagor (the "Note Amendment"), whereby the Note is modified to extend the Maturity Date as provided above; and (iii) a Consent and Reaffirmation of Guarantor and Modification of Guaranty of Payment executed by Guarantor ("Guaranty Modification") whereby the Guaranty is modified to secure the Note as modified by the Note Amendment.

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 Security Documents.
2. **Modification of Mortgage and Other Security Documents.** The Mortgage and Other Security Documents are hereby modified by deleting therefrom the date "September 25, 2003" where it appears and substituting therefor the date "November 24, 2003".
3. **References to Note.** From and after the date hereof (i) the Mortgage, the Assignment and the Other Security Documents shall be deemed to secure the Note as modified by the Note Amendment; and (ii) any and all references in the Mortgage or the Other Security Documents to the "Note" shall be deemed to refer to the Note as modified by the Note Amendment.
4. **References to Loan Documents and Guaranty.** Any and all references in the Note, 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; and any and all references in the Note, 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 modified by the Guaranty Modification.
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.

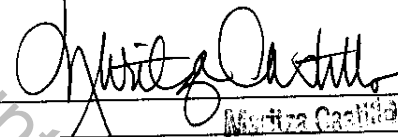
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8. **Land Trustee Exculpation.** This Note is executed by North Star Trust Company, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it a Trustee. No personal liability shall be asserted or be enforceable against the Trustee because or in respect of this Note or its making, issue or transfer. All such liability, if any, is expressly waived by each taker and holder hereof. Nothing herein shall modify or discharge the personal liability assumed by the guarantor(s) hereof, if any. Each original and successive holder of this Note accepts the express condition that no duty shall rest upon the Trustee to sequester the rents, issues and profits arising from the property described in the Mortgage, or the proceeds arising from such property's sale or other disposition. In case of default in the payment of this Note or of any installment, the sole remedy of the holder, as far as Trustee is concerned, shall be foreclosure of the Mortgage action against any other security at any time given to secure the payment hereof, and action to enforce the personal liability of other makers on the Note or the guarantors, if any, or any of the remedies as the holder in its sole discretion may elect.

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.


TRUSTEE:

NORTH STAR TRUST COMPANY not personally but solely as Trustee as aforesaid

By: 
 Name: Maritza Castillo
 Its: Sr. Land Trust Officer

BENEFICIARY:

GETTYSBURG DEVELOPMENT CORPORATION, an Illinois corporation

By: 
 Name: LARRY MCKONE
 Title: President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Lucia Hale, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Larry M. McKone**, President of **Gettysburg Development Corporation**, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing **MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS** as such President, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of said Corporation and Partnership and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 29 day of September, 2003.

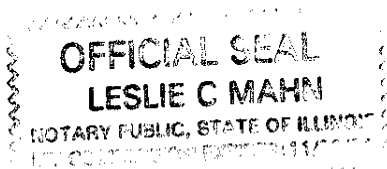


Lucia Hale
Notary Public

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 Maritza Castillo of **NORTH STAR TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 12, 2003, AND KNOWN AS TRUST NO. 03-6200**, personally known to me to be the same person whose name is subscribed to the foregoing **MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS** as such Sr. Land Trust Officer, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument, on behalf of said Trust and as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 1st day of Oct, 2003.



Leslie C. Mahr
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE NORTHEASTERLY 300.0 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTHEASTERLY LINE THEREOF OF THAT PART OF THE EAST 673.83 FEET AS MEASURED ON THE SOUTH LINE THEREOF OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF RAND ROAD BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF RAND ROAD WHICH IS 200.0 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF RAND ROAD WITH THE EAST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF SAID SECTION 18; THENCE SOUTHWESTERLY 303.29 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET WHICH IS 425.0 FEET NORTHWESTERLY, AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET WITH THE EAST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF SAID SECTION 18; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET, 280.80 FEET TO A POINT ON SAID LINE WHICH IS 200.0 FEET SOUTHEASTERLY, AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE WEST LINE OF THE EAST 673.83 FEET OF THE WEST ½ OF THE NORTHEAST ¼ OF SAID SECTION 18; THENCE NORTHEASTERLY 307.95 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF RAND ROAD WHICH IS 400.0 FEET SOUTHEASTERLY AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF THE INTERSECTION OF THE SOUTHWESTERLY LINE OF RAND ROAD WITH THE WEST LINE OF THE EAST 673.83 FEET OF THE WEST ½ OF THE NORTHEAST ¼ OF SAID SECTION 18; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF RAND ROAD, 305.80 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEASTERLY 300.0 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTHEASTERLY LINE THEREOF OF THAT PART OF THE EAST 673.83 FEET AS MEASURED ON THE SOUTH LINE THEREOF OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF RAND ROAD BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF SAID SECTION 18 WITH THE SOUTHWESTERLY LINE OF RAND ROAD; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF RAND ROAD, 200.0 FEET; THENCE SOUTHWESTERLY 303.29 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET WHICH IS 425.0 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE EAST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF SAID SECTION 18; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET, 425.0 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF SAID SECTION 18; THENCE NORTH ALONG SAID EAST LINE, 403.28 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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CONSENT OF MORTGAGEE

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

Dated as of September 25, 2003

MB FINANCIAL BANK, N.A.

By: *Marilyn Williams*
 Name: *Marilyn Williams*
 Title: *Vice President*

STATE OF ILLINOIS)
) Ss.
 COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jane M. Okarski, Vice President of **MB FINANCIAL BANK, N.A.**, personally known to me to be the same person whose name is subscribed to the foregoing **CONSENT OF MORTGAGEE**, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument, on behalf of said Bank and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this _____ day of _____, 2003.

 Notary Public