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RECORDATION REQUESTED BY:  
Harris Bank Winnetka, N.A.  
520 Green Bay Road  
Winnetka, IL 60093

Doc#: 0401635163  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 01/16/2004 09:02 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:  
Harris Bank/BLST  
Attn: Collateral management  
P.O. Box 2880  
Chicago, IL 60690-2880

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

J. Young, Documentation Specialist  
Harris Bank/BLST  
311 W. Monroe St., 14th Floor  
Chicago, IL 60606

### MODIFICATION OF MORTGAGE

7672638 J/CTIC  
THIS MODIFICATION OF MORTGAGE dated December 10, 2003, is made and executed between Suzuki/Orff School for Young Musicians, whose address is 1148 W Chicago Avenue, Chicago, IL 60622 (referred to below as "Grantor") and Harris Bank Winnetka, N.A., whose address is 520 Green Bay Road, Winnetka, IL 60093 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 28, 1994 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on June 28, 1994 as Document #94565683 and as Document #94565684 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

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

UNIT 100 IN HANDELSMAN LOFTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:  
LOTS 22 TO 29 IN HARBINE AND ROMAN'S SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH AND WEST OF MILWAUKEE AVENUE; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 94563968, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1148 W. Chicago Avenue, Chicago, IL 60622. The Real Property tax identification number is 17-05-415-031-1001

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated December 10, 2003 in the original principal amount of \$350,000.00 to Lender bearing a fixed interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the

BOX 323-07

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Property of Cook County Clerk's Office

X [Signature]  
Authorized Signer

LENDER:

By: [Signature]  
Musicians  
Vivian Lazar, President of Suzuki/Orr School for Young  
The Board of

SUZUKI/ORFF SCHOOL FOR YOUNG MUSICIANS

GRANTOR:

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 10, 2003.

**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.

principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$350,000.00. All other terms and conditions remain the same.

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## MODIFICATION OF MORTGAGE

Loan No: 60087

(Continued)

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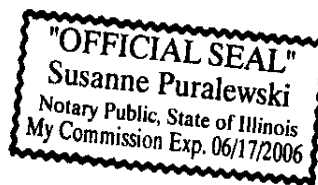
### CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 10th day of December, 2003 before me, the undersigned Notary Public, personally appeared **Vivian Lazar, President of Suzuki/Orff School for Young Musicians**, 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 [Signature] Residing at \_\_\_\_\_  
 Notary Public in and for the State of ILLINOIS

My commission expires 6/17/06



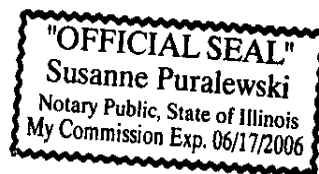
### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 10th day of December, 2003 before me, the undersigned Notary Public, personally appeared John Ippoliti and known to me to be the 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.

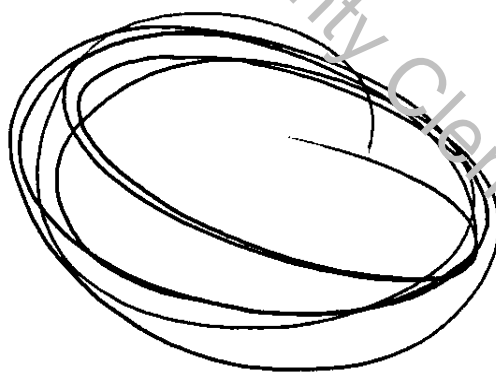
By [Signature] Residing at \_\_\_\_\_  
 Notary Public in and for the State of ILLINOIS

My commission expires 6/17/06



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