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RECORDATION REQUESTED BY:

FIFTH THIRD BANK
(CHICAGO), A MICHIGAN
BANKING CORPORATION
101 WEST STEPHENSON
STREET
FREEPORT, IL 61032



Doc#: 0405112005
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 02/20/2004 09:18 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Fifth Third Bank (Chicago), a
Michigan banking corporation
Attn: Commercial Loan
Services
P.O. Box 297 MD# GFPT1A
Freeport, IL 61032

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Judy Armstrong, Documentation Processor
FIFTH THIRD BANK (CHICAGO), A MICHIGAN BANKING
CORPORATION
101 WEST STEPHENSON STREET
FREEPORT IL 61032

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 12, 2003, is made and executed between CHICAGO TITLE LAND TRUST COMPANY SUCCESSOR TO OLD KENT BANK, not personally but as Trustee on behalf of TRUST 16390, whose address is 1700 SOUTH ELMHURST ROAD, MOUNT PROSPECT, IL 60056 (referred to below as "Grantor") and FIFTH THIRD BANK (CHICAGO), A MICHIGAN BANKING CORPORATION, whose address is 101 WEST STEPHENSON STREET, FREEPORT, IL 61032 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 28, 1999 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded August 16, 1999 with the Cook County Recorder as document 99780045.

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

LOT 1, (EXCEPT THE EAST 17 FEET THEREOF) LOTS 2, 3 AND 4 IN ARTHUR T. MCINTOSH'S CRAWFORD AVENUE ADDITION TO CHICAGO OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4001, 4005, 4007, 4009 WEST 63RD STREET, CHICAGO, IL 60629. The Real Property tax identification number is 19-22-207-006, 19-22-207-007, 19-22-207-008, 19-22-207-009

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

The purpose of this modification is to increase Promissory Note dated July 28, 1999 from \$370,000.00,

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MODIFICATION OF MORTGAGE (Continued)

the principal amount, to \$456,000.00.

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 NOVEMBER 12, 2003.

GRANTOR:

TRUST 16390 HELD BY CHICAGO TITLE LAND TRUST COMPANY

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 07-14-1999 and known as TRUST 16390 HELD BY CHICAGO TITLE LAND TRUST COMPANY.

By: _____
AUTHORIZED SIGNER, LAND TRUST OFFICER of CHICAGO TITLE LAND TRUST COMPANY


By: _____
Attestation not required
AUTHORIZED SIGNER, LAND TRUST OFFICER of CHICAGO TITLE LAND TRUST COMPANY

Signed, acknowledged and delivered in the presence of:

X _____
Witness

X _____
Witness

LENDER:

X 
Authorized Signer

SEE ALSO THE REGULATORY
CLERK'S SIGNATURE

Copy of Cook County Clerk's Office

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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 16390 ATTACHED TO AND MADE A PART OF THAT MORTGAGE DATED NOVEMBER 12, 2003 WITH FIFTH THIRD BANK.

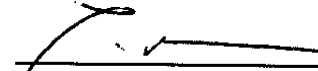
It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: 11-17-03

CHICAGO TITLE LAND TRUST COMPANY
as Trustee as aforesaid and not personally



By:



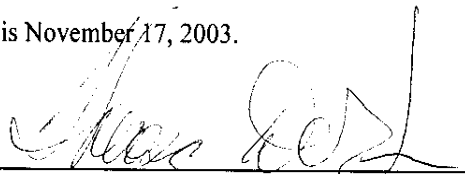
Assistant Vice President

State of Illinois
County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of the Company for the uses and purposes therein set forth, and the said Assistant Vice President caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this November 17, 2003.



Notary Public

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared **AUTHORIZED SIGNER, LAND TRUST OFFICER and AUTHORIZED SIGNER, LAND TRUST OFFICER of CHICAGO TITLE LAND TRUST COMPANY**, and known to me to be authorized trustees or agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

Property of Cook County Clerk's Office

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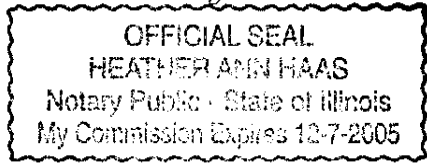
MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Ill)
) SS
 COUNTY OF Cook)

On this 17th day of November, 2003 before me, the undersigned Notary Public, personally appeared Charles E Lewis and known to me to be the Lender, 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 Heather Ann Haas Residing at 3101 W 95th St
Evergreen Park, Ill 60805
 Notary Public in and for the State of Ill
 My commission expires 12/07/2005



Cook County Clerk's Office