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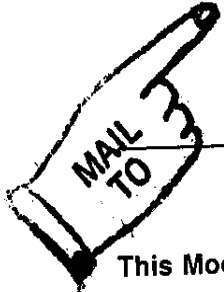
RECORDATION REQUESTED BY:

Midwest Bank and Trust
Company, successor by
merger to Midwest Bank of
McHenry County
Algonquin Banking Center
2045 E. Algonquin Road
Algonquin, IL 60102

Doc#: 0405613016
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 02/25/2004 10:15 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Midwest Bank and Trust
Company, successor by
merger to Midwest Bank of
McHenry County
Algonquin Banking Center
2045 E. Algonquin Road
Algonquin, IL 60102



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Karaba/Lopez
Midwest Bank and Trust Company, successor by merger to
2045 E. Algonquin Road
Algonquin, IL 60102

Midwest Bank of McHenry County

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 14, 2003, is made and executed between Midwest Bank and Trust Company, not personally but as Trustee on behalf of Midwest Bank and Trust Company, Trust #02-78-097, dated December 23, 2002, whose address is 1606 N. Harlem Ave., Elmwood Park, IL 60707 (referred to below as "Grantor") and Midwest Bank and Trust Company, successor by merger to Midwest Bank of McHenry County, whose address is 2045 E. Algonquin Road, Algonquin, IL 60102 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 14, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on May 29, 2002, at the Cook County Recorder's Office as document number 0020604125.

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

LOT 1 AND THE EAST 18 FEET 9 1/4 INCHES OF LOT 2 IN BLOCK 9 IN NATHAN WILLIAM MAC CHESNEY'S RESUBDIVISION OF BLOCKS 4 AND 5 OF ALFRED B. MAC CHESNEY'S COLUMBIAN EXPOSITION SUBDIVISION OF THAT PART EAST OF THE WEST 333.5 FEET OF THE SOUTH 1/2 OF THE WEST 20 ACRES OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 855 E. 64th Street, Chicago, IL 60637. The Real Property tax identification number is 20-23-103-010

SS
DS
my
Jo

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 3504190

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

To extend the Mortgage maturity date to include all future renewals and to further clarify that European Development Corporation is otherwise and more properly known as European Development, Corp.

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 endorers 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.

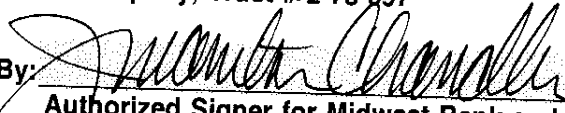
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 14, 2003.

GRANTOR:

MIDWEST BANK AND TRUST COMPANY, TRUST #02-78-097

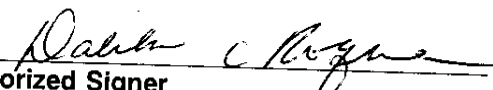
SEE EXCULPATORY RIDER
ATTACHED TO AND
MADE PART HEREOF.

MIDWEST BANK AND TRUST COMPANY, Trustee of Midwest Bank and Trust Company, Trust #02-78-097

By: 
Authorized Signer for Midwest Bank and Trust Company

By: 
Authorized Signer for Midwest Bank and Trust Company

LENDER:

X 
Authorized Signer

COOK COUNTY Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 3504190

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
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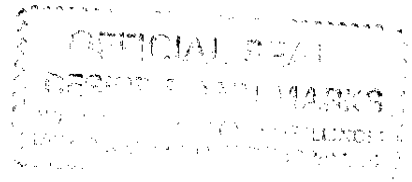
On this 6th day of January, 2003 before me, the undersigned Notary Public, personally appeared Juanita Chandler and Laurel D. Thorpe, Land Trust officers

, and known to me to be (an) 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.

By Carrie Ann Mark Residing at 1606 N. Harlem Ave

Notary Public in and for the State of Illinois

My commission expires 8/4/04



Notary Public, State of Illinois
 Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

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LENDER ACKNOWLEDGMENT

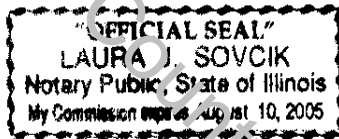
STATE OF ILLINOIS)
)
) SS
 COUNTY OF MCHEEN)

On this 14TH day of NOVEMBER, 2003 before me, the undersigned Notary Public, personally appeared DALIA ROQUE and known to me to be the _____, 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 *Laura J. Sovcik* Residing at Midwest Bank & Trust Company
2045 E. Algonquin Road
Algonquin, IL 60102

Notary Public in and for the State of ILLINOIS

My commission expires 8/10/05



Clerk's Office

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EXCULPATORY RIDER

Midwest Bank and Trust Company, as Trustee executes this **Modification of Mortgage** under the provisions of Trust Agreement dated December 23, 2003, and known as Trust Number 02-7-8097, not personally but solely as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon written direction of the beneficiaries and/or holders of the power of direction of said Trust. Midwest Bank and Trust warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representation, warranties covenants, undertakings and agreements herein; made on the part of the trustee while in form purporting to be the said representation, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Midwest Bank and Trust Company in its individual capacity, but are made and intended solely for the purpose of binding only the Trust property specifically described herein. No personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Midwest Bank and Trust Company on account of any representations, warranties, covenants, undertakings and agreements contained in the instrument (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and releases, and any liability hereunder being specifically limited to the Trust Assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted; nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.