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RECORDATION REQUESTED BY:

National City Bank of Michigan/Illinois One North Franklin One North Franklin, Suite 100 Chicago, IL 60606

WHEN RECORDED MAIL TO:

National City Bank of Michigan/Illinois Small Business Banking 101 West Washington Street, 700E Indianapolis, IN: 46255

SEND TAX NOTICES 10.

Chicago

Albany Bank And Trust
Company, As Trustee Under
Trust Agreement Dated
04/12/98 And Known As
Trust Number 11-5409
3400 W. Lawrence



Doc#: 0408946005
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 03/29/2004 08:15 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

.60625

Patrice Jordan Nunn National City Bank of Michigan/Illinois One North Franklin Suite 100 Chicago, IL 60606

National City®

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 12, 2004, is made and execute 1 between Authorized Signer, not personally but as Trustee on behalf of Albany Bank And Trust Company, As Trustee Under Trust Agreement Dated 04/12/98 And Known As Trust Number 11-5409 (referred to below as "Grantor") and National City Bank of Michigan/Illinois, whose address is One North Franklin, Suite 100, Chicago, IL 60606 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 29, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded November 18, 2003 in Mortgage Record 0332202333 in the Office of the Recorder of Cook County, Illinois.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

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MODIFICATION OF MORTGAGE (Continued)

(Continued) Page 2

The Real Property or its address is commonly known as 728 W Jackson Blvd, Chicago, IL 60661. The Real Property tax identification number is 17-16-110-025-1276

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

The principal amount of the Mortgage is increased from \$50,000.00 to \$85,000.00.

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 reliew 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, 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 JANUARY 12, 2004.

ALBANY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST
AGREEMENT DATED 04/12/98 AND KNOWN AS TRUST NUMBER
11-5409

By:
Authorized Signer
Signed, acknowledged and delivered in the presence of:

X
Witness

LENDER:

X BHA BANK

AND TRUST RUST

NUMBER

11-5409

By:
Authorized Signer

Signed, acknowledged and delivered in the presence of:

X
Witness

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THIS MORTGAGE is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made, including, but not limited to, those relating to compliance with environmental laws, are made and intended not as personal covenants, undertakings of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by ALBANY BANK & TRUST COMPANY N.A., as Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against ALBANY BANK & TRUST COMPANY N.A. as Trustee, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security herevader.

Anything herein countries to the contrary notwithstanding, it is understood and agreed that ALBANY BANK & TRUST COMPANY N.A., individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or non-action taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured bareby and the performance of the covenants herein contained shall be enforced only out of the property hereo, mortgaged and the rents, issues and profits thereof.

IN WITNESS WHEREOF, ALBANY BANK & TRUST COMPANY N.A., not personally, but as Trustee as aforesaid, has caused these presents to possigned by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Vic. President at Chicago, Illinois this 37th day of JANUARY, 19 200. 9

ALBANY BANK & TRUST COMPANY N.A.,

Not personally, but solely as Trustee as aforesaid, Pursuant

to the Terms of that Certain Trust Agreement dated and Bearing Trust No. 11- 1409

BY:

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that the above Officers of ALBANY BANK & TRUST COMPANY N.A. who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Vice President Respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said association, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Vice President then and there acknowledged that he, as custodian of the Corporate Seal of said association, did affix said seal to said instrument as his own free and voluntary act and as the free and voluntary act of said association, as Trustee aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27% day of June 199 2004

"OFFICIAL SEAL"

MILDRED A. BADILLO

TARY PUBLIC STATE OF ILLINOIS

IOTARY PUBLIC STATE OF ILLINOIS y Commission Expires 09/27/2009

Office

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MODIFICATION OF MORTGAGE

(Continued)

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| LENDER ACKNO | OWLEDGMENT |
|--|---|
| COUNTY OF Winnelscape On this day of day of | before me, the undersigned Notary and known to me to be the that executed the within and foregoing instrument and tary act and deed of the said Lender, duly authorized by, for the uses and purposes therein mentioned, and or |
| Notary Public in and for the State of | "OFFICIAL SEAL" Celeste E. Plunkett Notary Public, State of Illinois My Commission Exp. 07/03/2005 |
| LASER PRO Lending, Var. 5.20.00.010 Copr. Harland Financial Solutions, Inc. 1993 | 7, 2004. All Risson operved M. C./CFIWINMI/CFILIPLIG201.FC TR-29027 PR-11 |