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WHEN RECORDED MAIL TO:
Hyde Park Bank & Trust
Company
Main Office
1525 E. 53rd Street
Chicago, IL 60615

Doc#: 0414934133
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 05/28/2004 04:22 PM Pg: 1 of 4

Box 15

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

TW
539681
1001

Wanda J. White, Loan Associate
Hyde Park Bank & Trust Company
1525 E. 53rd Street
Chicago, IL 60615

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 26, 2004, is made and executed between Cole Taylor Bank, not personally but as Trustee on behalf of Cole Taylor Bank Trust Number 02-9362 dated 2/18/02, whose address is c/o The Yale Company, L.L.C., 2345 Cambridge, Northbrook, IL 60062 (referred to below as "Grantor") and Hyde Park Bank & Trust Company, whose address is 1525 E. 53rd Street, Chicago, IL 60615 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 27, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

The Mortgage, which encumbers the Real Property described below, was recorded on March 11, 2002 as Document Number 0020274045 in the Recorder's Office of Cook County, Illinois and secures a Note dated February 27, 2002 in the original principal amount of FOUR HUNDRED FORTY THOUSAND AND NO/100 (\$440,000.00) DOLLARS executed by Grantor and payable to Lender ("Note"). As of March 26, 2004, the unpaid principal amount of the Note is FOUR HUNDRED TWENTY SIX THOUSAND TWO HUNDRED SIXTEEN AND 37/100 (\$426,216.37) DOLLARS.

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

LOTS 1, 2, 3 AND 4 IN BLOCK 5 IN D. B. SCULLY'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, 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 7202-08 S. Michigan Avenue, Chicago, IL 60619. The Real Property tax identification number is 20-27-107-017-0000

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

As of the date of this Modification of Mortgage, the Mortgage secures a Note dated March 26, 2004 in

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 54876

Page 2

the original principal amount of \$505,000.00 payable according to its terms with interest at rates provided for in the Note. The Note dated March 26, 2004 is an extension and modification of the Note dated February 27, 2002.

The definition of Note in the Mortgage is stricken in its entirety and replaced with the following: The word "Note" means the promissory note dated March 26, 2004, in the original principal amount of \$505,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancing of, refinancing of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 5.00%. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$2,973.91 each and one irregular last payment estimated at \$450,808.38. Grantor's first payment is due April 26, 2004, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on March 26, 2009, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. The Note dated March 26, 2004 is a renewal and modification of a Note dated February 27, 2002.

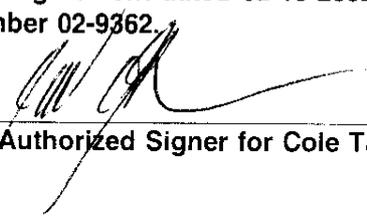
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 MARCH 26, 2004.

GRANTOR:

COLE TAYLOR BANK TRUST NUMBER 02-9362

COLE TAYLOR BANK, not personally but as Trustee under that certain trust agreement dated 02-18-2002 and known as Cole Taylor Bank Trust Number 02-9362.

By: 

Authorized Signer for Cole Taylor Bank

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 54876

Page 3

LENDER:

HYDE PARK BANK & TRUST COMPANY

X Daniel Salimon
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 24th day of MARCH, 2004 before me, the undersigned Notary Public, personally appeared Mario V. Gotanco, Vice President OF GOLF TAYLOR BANK

, 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 Sheri Smith Residing at _____

Notary Public in and for the State of _____

My commission expires _____



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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 54876

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
COUNTY OF Cook)

On this 27th day of April, 2004 before me, the undersigned Notary Public, personally appeared Daniel Salmon and known to me to be the Commercial Lending Officer, 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 Gabrielle L. Pickett Residing at Chicago, Illinois

Notary Public in and for the State of Illinois

My commission expires 10/06/07

