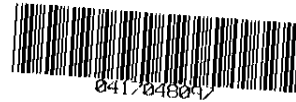


UNOFFICIAL COPY

RECORDATION REQUESTED BY:

FIRST BANK
Des Plaines
678 LEE STREET
DES PLAINES, IL 60016



WHEN RECORDED MAIL TO:

FIRST BANK
ATTN: DOCUMENT
SERVICES
560 ANGLUM ROAD
HAZELWOOD , MO 63041

Doc#: 0417048097
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 06/18/2004 11:54 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Patty McCollum, Loan Documentation Specialist
First Bank
P O. Box 790269
St. Louis, MO 63179-0269

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 10, 2004, is made and executed between Cole Taylor Bank, not personally but as Trustee on behalf of Trust #95-6296 dated July 1, 1995 (referred to below as "Grantor") and FIRST BANK, whose address is 678 LEE STREET, DES PLAINES, IL 60016 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 16, 1996 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded November 27, 1996 as Document #96904224.

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

LOT 109 IN KENSINGTON CENTER PHASE 3-A, BEING A SUBDIVISION AND A RESUBDIVISION IN PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED MAY 4, 1981 AS DOCUMENT #25859082

The Real Property or its address is commonly known as 479 Business Center Drive, Mount Prospect, IL 60056. The Real Property tax identification number is 03-35-102-010-0000 & 03-35-102-012-0000

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

Extend maturity from December 1, 2007 to March 31, 2009 and modify interest rate from 6.000% Fixed to the one year Libor (London Interbank Offered Rates) Rate plus 2.250%.

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

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 944002639157

(Continued)

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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 10, 2004.

GRANTOR:

TRUST #95-6296

COLE TAYLOR BANK, not personally but as Trustee under that certain trust agreement dated 07-01-1995 and known as Trust #95-6296.

By: 

Authorized Signer for Cole Taylor Bank

LENDER:

x 

Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 944002639157

(Continued)

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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS

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COUNTY OF COOK

) SS

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On this 10th day of May, 2004 before me, the undersigned Notary Public, personally appeared Mario Gotanco, Vice President of COLE TAYLOR REALTY

, 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 [Signature] 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

Loan No: 944002639157

(Continued)

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LENDER ACKNOWLEDGMENT

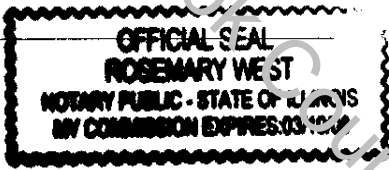
STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 17th day of May, 2004 before me, the undersigned Notary Public, personally appeared Neal Lombardi and known to me to be the 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 Rosemary West Residing at Des Plaines, IL

Notary Public in and for the State of Illinois

My commission expires _____



Clerk's Office