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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Banking - Sr.
Relationship Mgmt.
1200 N. Ashland Avenue
Chicago, IL 60622



Doc#: 0428813018
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 10/14/2004 08:31 AM Pg: 1 of 7

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
1200 N. Ashland Avenue
Chicago, IL 60622

421272

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

John Sheahan #8651
MB Financial Bank, N.A.
1200 North Ashland Avenue
Chicago, IL 60622

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 22, 2004, is made and executed between Cole Taylor Bank, not personally but as Trustee under Trust Agreement dated September 8, 1997 and known as Trust Number 97-7489, whose address is 111 W. Washington Street, Chicago, IL 60602 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 1200 N. Ashland Avenue, Chicago, IL 60622 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 22, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents Recorded on October 20, 2003 as Document No's 0329320025 and 0329320026, respectively.

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

See Legal Description Covering Parcel 1, Parcel 2, Parcel 3, Parcel A, Parcel B and Parcel C, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 3330-3340 Dundee Road, Northbrook, IL 60062. The Real Property tax identification number is 04-05-304-003-0000 and 04-05-304-015-0000

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

Maturity Date extended to August 22, 2005. All other terms and provisions of the loan documents shall remain in full force and effect.

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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M-
JH

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4212727

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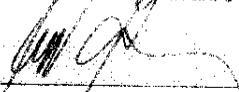
In this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, 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 AUGUST 22, 2004.

GRANTOR:

COLE TAYLOR BANK TRUST #97-7489


COLE TAYLOR BANK, not personally but as Trustee under that certain trust agreement dated 09-08-1997 and known as Cole Taylor Bank Trust #97-7489. Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

By: 
Authorized Signer for Cole Taylor Bank

By: 
Authorized Signer for Cole Taylor Bank

LENDER:

MB FINANCIAL BANK, N.A.

X 
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 4212727

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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

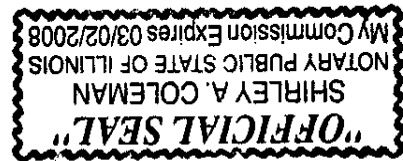
On this 23 day of SEP 23 2004, before me, the undersigned Notary Public, personally appeared Mario V. Golanco, Vice President and Sherri Smith, Trust Officer of GALE TAYLOR BANK

, 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 Shirley A. Coleman Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 03/02/08



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4212727

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LENDER ACKNOWLEDGMENT

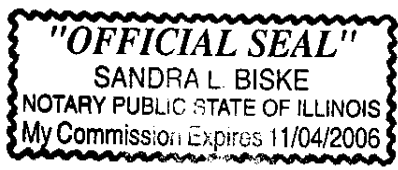
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 22nd day of SEPTEMBER, 2004 before me, the undersigned Notary Public, personally appeared JAMES MANN and known to me to be the SVP 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 Sandra L. Biske Residing at 1200 N. Ashland Ave Chicago

Notary Public in and for the State of ILLINOIS

My commission expires 11/4/06



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LEGAL DESCRIPTION

PARCEL 1:

THE WEST 2 ACRES (EXCEPT THE SOUTH 50 FEET THEREOF) OF THE EAST 4 ACRES OF THE WEST 10 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 2 ACRES OF THE WEST 6 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 50 FEET THEREOF TAKEN IN CASE NO. 70L1934 BY THE COUNTY OF COOK), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT AS CREATED BY NON-EXCLUSIVE EASEMENT AGREEMENT AMONG THE VILLAGE OF NORTHBROOK; LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 16, 1978 AND KNOWN AS TRUST NUMBER 10-33607-09; AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 8, 1983, AND KNOWN AS TRUST NUMBER 60300, WHICH EASEMENT AGREEMENT IS DATED SEPTEMBER 11, 1985, AND RECORDED DECEMBER 12, 1985, AS DOCUMENT 85320712, FOR INGRESS, EGRESS, AND DRIVEWAY OVER THOSE PORTIONS, AS DEPICTED ON EXHIBIT B TO SAID DOCUMENT, OF THE FOLLOWING DESCRIBED THREE PARCELS OF LAND:

PARCEL A:

THE NORTH 1 ACRE OF THE WEST 2 ACRES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL B:

THE WEST 16 FEET OF THE SOUTH 1 ACRE OF THE WEST 2 ACRES (EXCEPT THE SOUTH 50

(SEE ATTACHED)

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FEET OF THE WEST 16 FEET) OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C:

THE WEST 4 ACRES (EXCEPT THEREFROM THE FOLLOWING: THE NORTH 1 ACRE OF THE WEST 2 ACRES THEREOF; THE WEST 16 FEET OF THE SOUTH 1 ACRE OF THE WEST 2 ACRES THEREOF, AND THE SOUTH 50 FEET THEREOF) OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers:

04-05-304-003 and 04-05-304-015

Commonly Known as:

3330-40 Dundee Road
Northbrook, IL 60062

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ATTACHED LAND TRUST MORTGAGE EXONERATION RIDER

This MORTGAGE is executed by The Land Trustee, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon vested in it as such Trustee (and said Land Trustee, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said Land Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the trustee and its successors and said Land Trustee personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.