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#### **RECORDATION REQUESTED BY:**

MB Financial Bank, N.A., successor in interest to Manufacturers Bank Commercial Banking - Lincolnwood 6401 North Lincoln Avenue Lincolnwood, IL 60712

LN# 7116920 CC# 156 Ln Tyre 342



Doc#: 0434112082 Eugene "Gene" Moore Fee: \$32.50 Cook County Recorder of Deeds Date: 12/06/2004 02:01 PM Pg: 1 of 5

WHEN RECORDED MAIL TO: MB Financial Bank, N.A. Loan Documentation

1200 N. As: Nand Avenue Chicago, IL 60022

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

. Loan Documentation Specialist (ol) M'3 : inancial Bank, N.A. 12(0 N. Ashland Ave. Chicago, IL 60622

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 15, 2004, is made and executed between North Star Trust Company, not personally but as Trustee under Trust Agreement dated July 25, 2000 and Known as Trust #00-2753, whose address is 500 West Madison Street, Suite #3800, Chicago, IL 60661 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to Manufacturers Bank, whose address is 6401 North Lincoln Avenue, Lincolnwood, IL 60712 (referred to below as "Lenger").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 27, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Construction Mortgage and Assignment of Rents Recorded October 18, 2000, as Document Numbers 00815830 and 00815831; Modified by Modification of Mortgage dated September 27, 2001 and Recorded January 28, 2002, as Document Number 0020110792; Modified by Modification of Mortgage dated March 27, 2002 and Recorded June 19, 2002, as Document Number 0020685219; Modified by Modification of Mortgage dated December 27, 2002 and Recorded May 5, 2003, as Document Number 0312311003; Modified by Modification of Mortgage dated July 15, 2003 and Recorded December 1, 2003, as Document Number 0333514187, respectively.

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

THE EASTERLY 133.14 FEET OF THE WESTERLY 397.14 FEET (EXCEPT THE WESTERLY 50 FEET THEREOF) OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 12 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3545 Walters Avenue, Northbrook, IL 60062. The Real Property tax identification number is 04-08-302-004-0000

BATCH of 30

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## MODIFICATION OF MORTGAGE (Continued)

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

Loan No: 7116920

The maturity date has been extended to July 15, 2005. The loan amount has been increased from \$664,650.89 to \$664,900.89. 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 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 palow 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.

CROSS COLLATERALIZATION. In addition to the Note, this Agreement secures the following described additional indebtedness: Any obligators for indebtedness pursuant to any guaranty, loan documents or collateral documents executed by Guaranty shall constitute collateral for all indebtedness of Guarantor to Lender whether said indebtedness is now exiting or hereinafter arising.

CROSS DEFAULT. Borrower will be in default if borrower creaks any promise borrower has made to Lender, or borrower fails to comply with or to perform when due any other term, obligation, covenant or condition contained in their Note(s) or any agreement related to their Note(s), or in any other agreement or loan borrower has with Lender.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 15, 2004.

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#### MODIFICATION OF MORTGAGE (Continued)

Page 3 Loan No: 7116920

**GRANTOR:** 

NORTH STAR TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 25, 2000 AND KNOWN AS TRUST #00-2753

NORTH STAR TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 25, 2000 AND KNOWN AS TRUST #00-2753, not personally but as Trustee under that certain trust agreement dated 07-25-2000 and known as North Star Trust Company, not personally but as Trustee under Trust Agreement dated July 25, 2000 and Known as Trust #00-2753.

**Authorized Signer** 

**Authorized S** 

LENDER:

INTEREST TO **SUCCESSOR** N.A., BANK, FINANCIAL MB

MANUFACTURERS BANK

**Authorized Signer** 

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MODIFICATION OF MORTGAGE

Loan No: 7116920	(Continued) Page 4		
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COUNTY OF	) SS		
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# MODIFICATION OF MORTGAGE (Continued)

Loan No: 7116920	(Co	ntinued)	Page 5		
LENDER ACKNOWLEDGMENT					
	Illinois	) ) SS )			
acknowledged said in	day of September and John Land Markett More authorized agent for the Lend strument to be the free and voice board of directors or otherwor she is authorized to execute Lender.	luntary act and deed vise, for the uses and ute this said instrum  Residing at	before me, the undersigned Notary and known to me to be the Vice within and foregoing instrument and of the said Lender, duly authorized by purposes therein mentioned, and on lent and that the seal affixed is the		
My commission expir	( ) T		"OFFICIAL SEAL" SASSHA L. ABRAHAM IOTARY PUBLIC STATE OF ILLINOIS "Commission Expires 04/23/2005		
	LASER PRO Lending, Ver. 5.24.00.003 Copr. Harland Financial Solution		PPSICFILPLIG201.FC TR-13049 PR-41		