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RECORDATION REQUESTED BY:

MB Financial Bank, N.A. Commercial Banking - Morton Grove 6201 W. Dempster Avenue Morton Grove, IL 60053



Doc#: 0435702295

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 12/22/2004 11:15 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepare 1 by:

Stella Periaswamy - #13750 MB Financial Bank, N.A. 1200 N. Ashland Ave. Chicago /L 60622

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 12, 2004, is made and executed between Christopher Chudy, whose address is 300 Grun Feather Lane, Elgin, IL 60120 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6201 W. Dempster Avenue, Morton Grove, IL 60053 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 21, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded on respectively.

Document No. (3420435128

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

PARCEL 1:

THAT PART OF THE EAST 705.78 FEET (EXCEPT THE EAST 206.31 FEET) OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF RAND ROAD BOUNDED BY A LINE **DESCRIBED AS FOLLOWS:**

BEGINNING AT A POINT 297.08 FEET SOUTH, AS MEASURED ALONG THE WEST LINE THEREOF, AND 186.26 FEET EAST, AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE, OF THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 83 DEGREES 26 MINUTES EAST, THE WEST LINE OF SAID TRACT HAVING AN ASSUMED BEARING OF NORTH - SOUTH, 64.33 FEET; THENCE SOUTH 6 DEGREES 34 MINUTES WEST, 51.0 FEET; THENCE NORTH 83 DEGREES 26 MINUTES WEST, 64.33 FEET; THENCE NORTH 6 DEGREES 34 MINUTES EAST, 51 FEET TO THE POINT OF BEGINNING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

BOX 333-CTI

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MODIFICATION OF MORTGAGE

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EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS DATED JUNE 14, 1976 AND RECORDED JUNE 14, 1976 AS DOCUMENT NUMBER 23518364, IN COOK COUNTY, ILLINOIS AND CREATED BY DEED RECORDED AS DOCUMENT 24482750

The Real Property or its address is commonly known as 1431 E. Ports O Call Dr., Palatine, IL 60074. The Real Property tax identification number is 02-12-200-051-0000

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

The amount of the loan has been increased to \$675,000.00. All other terms and provisions of the related 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 rull force and effect and are legally valid, binding, and enforceable in accordance with their Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Nicitage 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.

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 breaks in 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 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 NOVEMBER 12, 2004.

GRANTOR:

Christopher Chudy

LENDER:

MB FINANCIAL BANK, N.A.

Authorized Signer

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(Continued) Loan No: 4218897 Page 3

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INDIVIDU	IAL ACKNO	WLEDGME	NT	
STATE OF)) SS)		
On this day before me, the undersigned Notary be the individual described in and who execushe signed the Modification as his or her free mentioned. Given under my hand and official secients.	ited the Modi e and volunta	fication of Merry act and de	ortgage, and acknow	vledged that he o d purposes thereir
Notary Public in and for the State of	o _t C	— MA	Profession Expires 11/15/	IIS NOIS
			Cort's Office	

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MODIFICATION OF MORTGAGE

(Continued) Loan No: 4218897 Page 4 LENDER ACKNOWLEDGMENT) "OFFICIAL SEAL" MA. JESUSA B ABESAMIS) SS NOTARY PUBLIC STATE OF ILLINOIS COUNTY OF Coak My Commission Expires 11/15/2006 260 4 before me, the undersigned Notary Normber day of Eric DeNout Public, personally appeared _ and known to me to be the Lendur ____, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instruction 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. Residing at ___ Morton Grove Notary Public in and for the State of ___ My commission expires ___ MA. JESUSA B AND SAMIS NOTARY PUBLIC STATE DE My Commission Expansion FIAPPS

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