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Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 12/30/2004 12:16 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:  
First Northwest Bank  
234 West Northwest Highway  
Arlington Heights, IL 60004

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Katrin Ganjani, Loan Admin  
First Northwest Bank  
234 West Northwest Highway  
Arlington Heights, IL 60004

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 14, 2004, is made and executed between LaSalle Bank N.A., As Trustee U/T/A # 10651 dated June 21, 1990, not personally but as Trustee on behalf of LaSalle Bank N.A. (referred to below as "Grantor") and First Northwest Bank, whose address is 234 West Northwest Highway, Arlington Heights, IL 60004 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 14, 1995 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated December 14, 1995 and recorded on December 20, 1995 as document number 95883629.

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

Lot 3 in Martin's subdivision of parts of lot 7, in subdivision of Joseph A. Barnes' Farm in Section 16, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois according to the plat thereof registered in the Office of the Register of Titles of Cook County, Illinois on December 9, 1955 as document number 1639274, in Cook County, Illinois.

The Real Property or its address is commonly known as 2212 South Martin Lane, Arlington Heights, IL 60005. The Real Property tax identification number is 08-16-203-002

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

Extending maturity date to 12/14/2005.

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

NATIONAL ASSOCIATION

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 8532885

Page 2

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 DECEMBER 14, 2004.**

GRANTOR:

LASALLE BANK ~~NATIONAL ASSOCIATION~~ *sk*

~~NATIONAL ASSOCIATION~~  
LASALLE BANK N.A., AS TRUSTEE U/T/A # 10651, not personally but as Trustee under that certain trust agreement dated 06-21-1990 and known as LaSalle Bank N.A. \*

By: \_\_\_\_\_  
Authorized Signer for LaSalle Bank N.A., As Trustee U/T/A # 10651 \*

SEE RIDGE ATTACHED FOR SIGNATURE  
TRUSTEE AND SECRETARY ACKNOWLEDGEMENT

LENDER:

FIRST NORTHWEST BANK

X *[Signature]*  
Authorized Signer

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## RIDER ATTACHED TO AND MADE A PART OF MODIFICATION OF MORTGAGE DATED DECEMBER 14, 2004 FOR TRUST NO. 10651

This instrument is executed by LaSalle Bank National Association, not personally but as Successor Trustee under Trust No. **10651** in the exercise of the power and authority conferred upon and vested in it as such Trustee. All of the terms, provisions, stipulations, covenants and conditions to be performed by LaSalle Bank National Association, are undertaken by it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against LaSalle Bank National Association, by reason of anything contained in said instrument, or in any previously executed, whether or not executed by said LaSalle Bank National Association, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LaSalle Bank National Association, personally or as said Trustee, to sequester the rents, issues, and profits arising from the property in said trust estate, or the proceeds arising from the sale or other disposition thereof, but so far as said Trustee and its successors and said LaSalle Bank National Association personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefor and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

In the event of any conflict between the provisions of the exculpatory Rider and the provisions of the document to which it is attached, the provisions of this Rider shall govern.

LASALLE BANK NATIONAL ASSOCIATION  
Trustee under Trust No. **10651**,  
and not individually.

By: Annette N. Brusca  
Annette N. Brusca, Vice President

STATE OF ILLINOIS)  
COUNTY OF COOK)

I, the undersigned Notary Public in and for said County in the State aforesaid, do hereby certify that **Annette N. Brusca**, Vice President of LaSalle Bank National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument respectively, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth; and said Vice President did also then and there acknowledge that she, as custodian of the Corporate Seal of said Bank, did affix said Corporate Seal to said instrument as her own free and voluntary act and as the free and voluntary act of said bank for the purposes therein set forth.

Given under my name and notarial seal this **28th** day of **December**, 2004.

Jane B. Zakrewski  
NOTARY PUBLIC

My Commission Expires:

Jane B. Zakrewski  
Jane B. Zakrewski  
Notary Public - State of Illinois

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 8532885

Page 3

### TRUST ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared \_\_\_\_\_

, 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/she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

PROPERTY ATTACHED FOR SIGNATURE OF TRUSTEE AND NOTARY ACKNOWLEDGMENT

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 8532885

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 14th day of December, 2004 before me, the undersigned Notary Public, personally appeared Todd H. Birch 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 Katrin Ganjani Residing at Arlington Hts, IL

Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_



PROPERTY OF Cook County Clerk's Office