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RECORDATION REQUESTED BY:

First Suburban National Bank Maywood 150 S. Fifth Maywood, IL 60153

WHEN RECORDED MAIL TO:

First Suburban National Bank Maywood 150 S. Fifth Maywood, IL 60153

Doc#: 0501020103

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 01/10/2005 02:33 PM Pg: 1 of 4

SEND TAX NOTICES TO:

First Suburban National Bank Maywood 150 S. Fifth Maywood, IL 60153

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

First Suburban National Bank First Suburban National Bank 150 S. Fifth Avenue Maywood, IL 60153

BOX 162

MODIFICATION OF MORTGAGE

O'Connor Hitle Services, Inc. 5010-005

THIS MODIFICATION OF MORTGAGE dated December 1, 2004, is made and executed between First Suburban National Bank, as Trustee under Trust Agreement datr.d \(\particle{\pi}/5/95\), and known as Trust No. 9550-00 (referred to below as "Grantor") and First Suburban National Bank, whose address is 150 S. Fifth, Maywood, IL 60153 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 19, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED JANUARY 4, 2000 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS **DOCUMENT NO. 00004053.**

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

LOT 4 IN BLOCK 123 IN MELROSE, A SUBDIVISION OF PARTS OF SECTIONS 3 AND 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 165 N. 22nd Street, Melrose Park, IL 60160. The Real Property tax identification number is 15-10-103-004

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

MODIFY THE MATURITY DATE OF THE MORTGAGE FROM DECEMBER 4, 2004 TO DECEMBER 4, 2024. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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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MODIFICATION OF MORTGAGE (Continued)

Loan No: 80359660

Page 2

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 Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and subsequent actions. effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain al local or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

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 1, 2004.

GRANTOR:

FIRST SUBURBAN NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED 5/5/95, AND KNOW AS TRUST NO. 9550-00

Thomas A./ Gehrke

LENDER:

FIRST SUBURBAN NATIONAL BANK

Authorized Signer

his Arranment is signed.

It does a certain that he was the continuous said Treatment the continuous said Treatment that he arranged that the arranged any trust proper the arranged any trust proper the arranged conditions of this the arranged conditions of this to are wantly at condition of the performance wantly at condition of the performance wantly at condition of the continuous and any agreement the many and all personal lighters of the Successors and assigns.

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MODIFICATION OF MORTGAGE (Continued)

(Continued) Page 3 Loan No: 80359660 TRUST ACKNOWLEDGMENT STATE OF "OFFICIAL SEAL" Silvia Nevarez) SS Notary Public, State of Illinois My Commission Exp. 11/10/2008 **COUNTY OF**) before me, the undersigned Notary day of On this of First Suburban National Bank, as Public, personally appeared Thomas A. Gehrke, and Robert Olson, Trustee under Trust Agreement dated 5/5/95, and know as Trust No. 9550-00, and known to me to be authorized trustees or agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust. Residing at By 🤇 Notary Public in and for the State of My commission expires JUNIO CIONTO OFFICO

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MODIFICATION OF MORTGAGE (Continued)

Page 4 Loan No: 80359660 LENDER ACKNOWLEDGMENT "OFFICIAL SEAL" Minois Silvia Mevarez Notary Public, State of Illinois) SS My Commission Exp. 11/10/2008 COUNTY OF) before me, the undersigned Notary On this and known to me to be the Oppibe Public, personally up; eared LOOM () Hice 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. Вγ Notary Public in and for the State of My commission expires Asserved. - IL GALASERICFILPLIG201.FC TR-182 PR-COMMLN LASER PRO Lending, Ver. 5.25.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2004.