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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.,
successor in interest to First
National Bank of Elmhurst
Commercial Banking -
Elmhurst
990 N. York Road
Elmhurst, IL 60126



Doc#: 0501117152
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 01/11/2006 10:15 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
6111 N. River Rd.
Rosemont, IL 60018

800000001058

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

John Sheahan # 14264
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 16, 2004, is made and executed between Parkway Bank & Trust Company, Not Personally But as Trustee Under Trust Agreement Dated March 15, 2004 and Known as Trust Number 13723, whose address is 4800 N. Harlem Avenue, Harwood Heights, IL 60656 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to First National Bank of Elmhurst, whose address is 990 N. York Road, Elmhurst, IL 60126 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 3, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents to a secure a Note in the original principal amount of \$3,250,000.00, recorded on November 24, 1999 as Document No's 09110150 and 09110151, respectively, and modified by Modification of Mortgage dated as of December 16, 2002, recorded on March 27, 2003 as Document No. 0030415254.

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

LOTS 2, 3 AND 4 OF OWNERS DIVISION OF THE SOUTH 925 FEET MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THAT PART LYING WEST OF THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF DEARLOVE ROAD AND EAST OF THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF CHICAGO & NORTHWESTERN RAILROAD OF LOTS 6 & 7 IN DEARLOVE SUBDIVISION OF LOTS 9 & 10 IN THE COUNTY CLERKS DIVISION IN SECTION 32, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4300-4354 Regency Drive, Glenview, IL 60025. The Real Property tax identification number is 04-32-301-009-0000; 04-32-301-010-0000 and 04-32-301-011-0000

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated as of November 16, 2004 in the original principal amount of \$2,829,432.46 executed by Grantor and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

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 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 NOVEMBER 16, 2004.

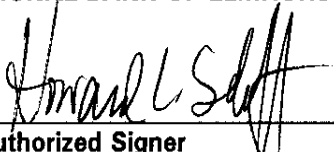
GRANTOR:

PARKWAY BANK & TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 15, 2004 AND KNOWN AS TRUST NUMBER 13723

By: SEE EXHIBIT A FOR TRUSTEE
 Land Trust Officer **SIGNATURE, ACKNOWLEDGEMENT AND EXCULPATION.**

LENDER:

MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO FIRST NATIONAL BANK OF ELMHURST

x 
 Authorized Signer

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TRUST ACKNOWLEDGMENT

STATE OF _____)

) SS

COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared **Land Trust Officer, of Parkway Bank & Trust Company, Not Personally But as Trustee Under Trust Agreement Dated March 15, 2004 and Known as Trust Number 13723**, and known to me to be an authorized trustee or agent 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 is 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 OF Cook County Clerk's Office

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(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) SS

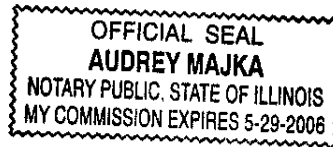
COUNTY OF DuPage)

On this 28th day of December, 2004 before me, the undersigned Notary Public, personally appeared Howard L. Schiff 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 Audrey Majka Residing at Joliet, IL

Notary Public in and for the State of Illinois

My commission expires 5/29/06



Clerk's Office

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EXHIBIT "A"

SIGNATURE AND EXONERATION RIDER FOR MODIFICATION OF MORTGAGE

This Document is executed by PARKWAY BANK & TRUST COMPANY, not personally but as Trustee under Trust No. 13723 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless presentations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement, thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income there from, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any, or of any environmental conditions, duties or obligations concerning the property whether under any federal, state, or local statute, rule, regulation, or ordinance. The beneficiaries of this Trust, have management and control of the use of the property and as such, have the authority on their own behalf to execute any document as environmental representative but not as agent for or on behalf of the Trustee.

PARKWAY BANK & TRUST COMPANY, As Trustee under Trust No. 13723 as aforesaid and not personally,

By: *[Signature]*
ASSISTANT TRUST OFFICER



STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid do hereby certify that the above named officers of PARKWAY BANK & TRUST COMPANY, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument in the capacities shown, appeared before me this day in person, and acknowledged signing, sealing and delivering the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal on December 28, 2004.

[Signature]
(Notary Public)

