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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Banking Southwest
475 E. 162nd Street
South Holland, IL 60473

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Doc#: 0505413095 Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 02/23/2005 01:38 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

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

出 4217383

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepa ed by:

Stella Periaswamy - Tr#14683
MB Financial Bank, N.A.
(3111 N. River Rd.
Rosernant, IL 60018

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 3, 2004, is made and executed between Richard A. Dandino, whose address is 523 Moray Ter, Crete, IL 60417 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 475 E. 162nd Street, South Holland, IL 60473 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 3, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of December 3, 2003 executed by Richard A. Dandino (Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on December 19, 2003 as document no. 0335301059 and Re-recorded on May 6, 2004 as Document No. 0412703005, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on December 19, 2003 as document no. 0335301060 and Re-recorded on May 6, 2004 as Document No. 0412703006, respectively.

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

PARCEL 1: LOTS 1 AND 2 IN BLOCK 5 IN KEENEY'S ADDITION TO CHICAGO HEIGHTS, A SUBDIVISION OF LOTS 1 AND 9 IN THE CIRCUIT COURT PARTITION OF THE NORTHEAST 1/4 OF SECTION 32 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 3 AND 4 IN BLOCK 5 IN KEENEY'S ADDITION TO CHICAGO HEIGHTS, A SUBDIVISION OF LOTS 1 AND 9 IN THE CIRCUIT COURT PARTITION OF THE NORTHEAST 1/4 OF SECTION 32 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3026-3030 Chicago Avenue, South Chicago Height, IL 60411. The Real Property tax identification number is 32-32-204-028-0000, 32-32-204-029 & 030

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



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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 December 3, 2004 in the original principal amount of \$150,000.00 executed by Borrower 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 sign no below acknowledge that this Modification is given conditionally, based on the representation to Lende 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 obligations for indebtedness pursuant to any Guaranty, loan documents or collateral documents executed by Guaranter shall constitute collateral for all indebtedness of Guaranter to Lender whether said indebtedness is now existing or hereinafter arising.

CROSS DEFAULT. Borrower will be in default if corrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when one 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 DECEMBER 3. C/ent's One 2004.

GRANTOR:

1 a Dente

LENDER:

MB FINANCIAL BANK, N.A.

X Authorized Signer

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Loan No: 4217383 (Continued) Page 3 INDIVIDUAL ACKNOWLEDGMENT COUNTY OF COOK }) SS) On this day before me, the undersigned Notary Public, personally appeared Richard A. Dandino, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this <u>2874</u> day of <u>January</u>, 2005. Residing at _____ Notary Public in and for the State of _____ "OFFICIAL SEAL" My commission expires DEBORAH M. BAUER NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 09/08/2008 LENDER ACKNOWLEDGMENT COUNTY OF COOK 2874 day of <u>Sanuary</u>, 2005 before me, coundersigned Notary Public, personally appeared and known to me to be the Adnessar SAKER, 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, duy 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. M. Kasee Residing at ___ Notary Public in and for the State of Illinois My commission expires NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 03/08/2008

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