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Doc#: 0508449101  
Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 03/25/2005 01:15 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:  
American Chartered Bank  
955 National Parkway  
Suite 60  
Schaumburg, IL 60173

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

American Chartered Bank  
1199 E. Higgins Rd.  
Schaumburg, IL 60173

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated December 31, 2004, is made and executed between LaSalle Bank National Association, Successor Trustee to American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated October 1, 1990 and known as Trust Number 112752-03\* (referred to below as "Grantor") and American Chartered Bank, whose address is 1199 E. Higgins Rd., Schaumburg, IL 60173 (referred to below as "Lender").

AND NOT PERSONAL

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 1, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on August 27, 2004 as Document #0424049045 in the Cook County Recorder's Office, as subsequently modified from time to time.

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

- LOT 169 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT THE RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 169)
  - LOT 170 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT THE RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 170)
  - LOT 171 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT THE RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 171)
  - LOT 172 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT THE RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 172)
  - LOT 173 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT THE RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 173)
- IN CENTEX INDUSTRIAL PARK UNIT 13 BEING A SUBDIVISION IN SECTION 26 TOWNSHIP 41 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AUGUST 2, 1963, AS DOCUMENT NO. 2104889

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 29042401

The Real Property or its address is commonly known as 2001- 11 Landmeier Road, Elk Grove Village, IL 60007. The Real Property tax identification number is 08-26-304-032-0000, 08-26-304-033-0000 and 08-26-304-034-0000 and 08-26-304-035-0000 and 08-26-304-036-0000

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

**This Modification of Mortgage reflects the following:**

- (1) This Modification of Mortgage reflects that the maturity date in the loan documents secured by this mortgage is being extended to **May 31, 2005**.
- (2) The loan documents secured by this Mortgage have been further modified under a certain Fourth Loan Modification Agreement of even date. All other terms and conditions remain the same.

**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 endorser 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 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 31, 2004.**

**GRANTOR:**

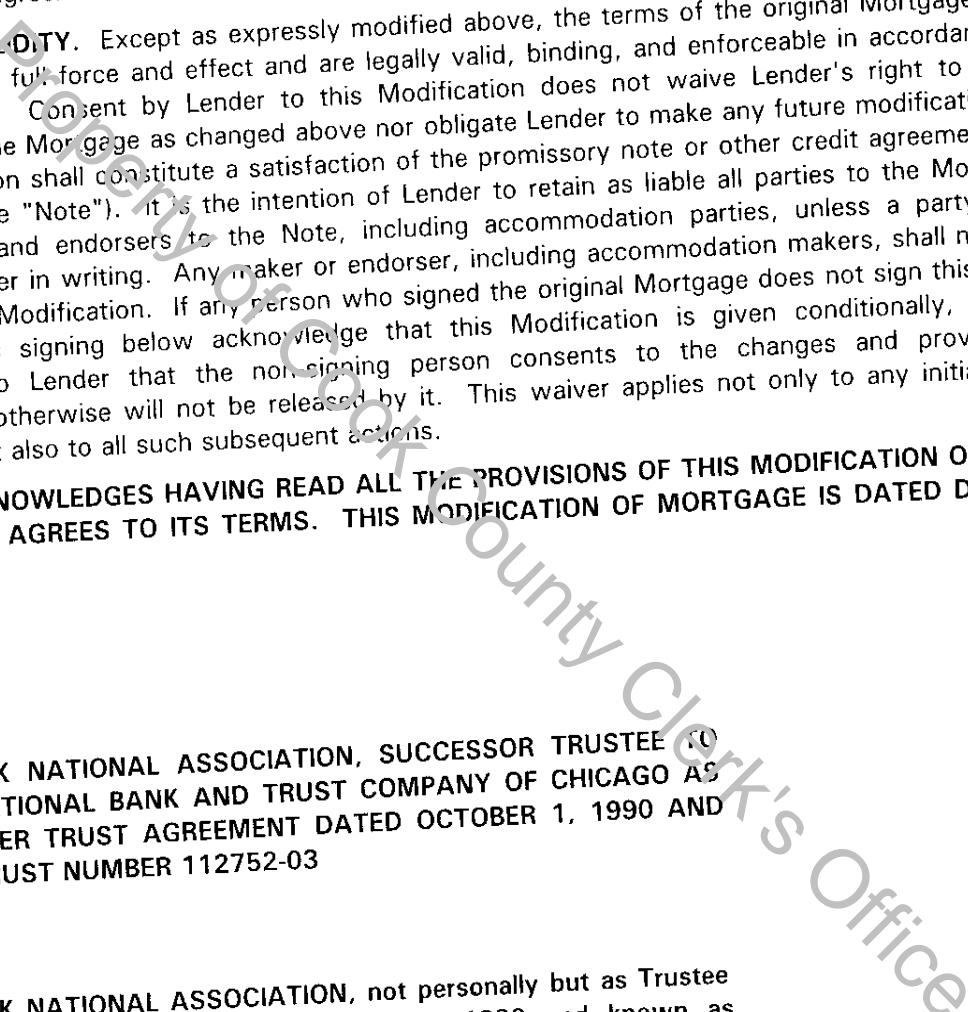
LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1990 AND KNOWN AS TRUST NUMBER 112752-03

LASALLE BANK NATIONAL ASSOCIATION, not personally but as Trustee under that certain trust agreement dated 10-01-1990 and known as LaSalle Bank National Association, Successor Trustee to American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated October 1, 1990 and known as Trust Number 112752-03 .

By: \_\_\_\_\_

Authorized Signer for \_\_\_\_\_ Bank National Association

SEE RIDER ATTACHED FOR SIGNATURE OF TRUSTEE AND NOTARIAL ACKNOWLEDGMENT



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Loan No: 29042401

## MODIFICATION OF MORTGAGE (Continued)

LENDER:

AMERICAN CHARTERED BANK

X [Signature]  
Authorized Signer

### 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 or 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 \_\_\_\_\_

SEE RIDER ATTACHED FOR SIGNATURE OF TRUSTEE AND NOTARY ACKNOWLEDGMENT

Property of Cook County Clerk's Office

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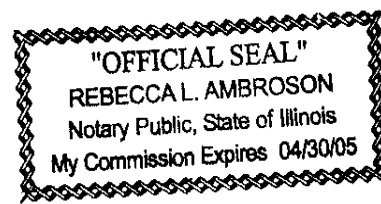
## MODIFICATION OF MORTGAGE (Continued)

Loan No: 29042401

### LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this 25 day of March, 2005 before me, the undersigned Notary Public, personally appeared Mark A. Hunter and known to me to be the SENIOR 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 Rebecca L. Ambrosion

Residing at 1199 E. Higgins Rd Schaumburg IL 60123

Notary Public in and for the State of Illinois

My commission expires 4/30/05

Cook County Clerk's Office

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## RIDER ATTACHED TO AND MADE A PART OF MODIFICATION OF MORTGAGE DATED DECEMBER 31, 2004, FOR TRUST NO. 112752-03

This instrument is executed by LaSalle Bank National Association, not personally but as Trustee under Trust No. 112752-03 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  
as Trustee under Trust No. 112752-03  
and not individually.

By: Jane B. Zakrzewski  
Jane B. Zakrzewski, Trust Officer

STATE OF ILLINOIS)  
)  
COUNTY OF COOK)

I, the undersigned Notary Public in and for said County in the State aforesaid, do hereby certify that Jane B. Zakrzewski, Trust Officer 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 Trust Officer 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 24th day of March, 2005.

My Commission Expires:

