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RECORDATION REQUESTED BY:

Devon Bank Chicago 6445 N. Western Ave. Chicago, IL 60645

Doc#: 0509020022

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds

Date: 03/31/2005 09:53 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Devon Bank Chicago 6445 N. Western Ave. Chicago, IL 60645

SEND TAX NOTICES TO:

LaSalle Bank Netional Association Trus: #10-20758-09 135 S. LaSalle St. Chicago, IL. 60601

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

G Hernandez, Commercial Loan Department
Devon Bank
6445 N. Western Ave.
Chicago IL 30645

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 15, 2005, is made and executed between La Salle Bank National Association formerly La Salle National Bank, as Successor Trustee to the The Exchange National Bank of Chicago, not personally but as Trustee under Trust Agreement dated. August 8, 1967, and known as Trust #10-20758-09, whose address is 135 S. LaSalle St., Chicago, IL 60601 (referred to below as "Grantor") and Devon Bank, whose address is 6445 N. Western Ave., Chicago, IL 60645 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated Novembor 16, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

The Mortgage recorded on December 23, 2004 as document #0435833023, all in any office of the Cook County Recorder of Deeds.

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

Lots 6 & 7 (except the East 17 feet of said lots taken for widening North Western Avenue) in Block 19 in the National City Realty Company's 4th Addition of Rogers Park Manor being a subdivision of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 36, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 6840-42 N. Western Avenue, Chicago, IL 60645. The Real Property tax identification number is 10-36-226-031-0000

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

The Mortgage has been increased from \$800,000 to \$1,300,000. The Maturity date has been changed from November 16, 2005 to March 15, 2006. All other terms and conditions remain unchanged.

\*LaSalle Bank National Association formerly known as LaSalle National Bank, successor trustee to LaSalle National Trust, N.A., successor trustee to LaSalle National Bank successor trustee to Exchnage National Bank of Chicago

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#### **MODIFICATION OF MORTGAGE** (Continued)

Loan No: 539440300

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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 Mudification. 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 MARCH 15, 2005.

**GRANTOR:** 

LASALLE BANK NATIONAL ASSOCIATION TRUST #10 20758-09 and not personally

LA SALLE BANK NATIONAL ASSOCIATION FORMERLY NATIONAL BANK AS SUCCESSOR TRUSTEE TO THE EXCHANGE NATIONAL BANK OF CHICAGO, not personally but as Trustee under that certain trust agreement dated 08-08-1967 and known as LaSalle Bank National Association Tust #10,20758-09.

.. Land Trust Officer of La Salle Bank National Associaton

Trust Officer

formerly La Salle National Bank as Successor Kustee to the

VIL V.R

**Exchange National Bank of Chicago** 

LENDER:

\*LaSalle Bank National Association formerly known as LaSalle National Bank, successor trustee to LaSalle National Trust, N.A., successor trustee to LaSalle National Bank, successor trustee to Exchange National Bank of Chicago

**DEVON BANK** 

Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but soldly as Trislee in the exercise of the power and authority contensed your and vested in it as such Trieston. It is expressly understood and egoed that all the warranties Indemnities, representations, conserve, undertakings and agreements herein rospe on the act of the Trustee are undertaken by it sudely in its convert as Trustee are not personally. No personal liability or personal responsibility is assumed by or shall at any time be assured or enforceable analyst the Trustee on account of any time by assured in enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 539440300 Page 3 TRUST ACKNOWLEDGMENT Illinois STATE OF ) SS **COUNTY OF** ) 2005 before me, the undersigned Notary March day of Public, personally appeared. Land Trust Officer of La Salle Bank National Associaton formerly La Salle National Bank as Successor Trustee to the Exchange National Bank of Chicago, 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. located at Chicago Residing Illinols Notary Public in and for the State of My commission expires \*Harriet Denisewicz, nission Expires 03/09/2009 576/74'S O/K/CO

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### MODIFICATION OF MORTGAGE (Continued)

Loan No: 539440300	(Continued)	rage 4
. ,	LENDER ACKNOWLEDGMENT	
acknowledged said instrument to be the Lender through its board of dire		e said Lender, duly authorized by poses therein mentioned, and on
Notary Public in and for the State of	Ullimo18	1
My commission expires	CHRISTIN	PCIAL SEAL ** IA M. SIMIKOSKI Sike of Wines  Beginn Agent 4.204
LASER PRO Lending, Ver. 5.25.00.003		FILE LOSS PR-36