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0513815059

RECORDATION REQUESTED BY:

MB Financial Bank,
N.A., successor in interest to
First Security Federal Savings
Bank
Commerical Banking- Western
Avenue
936 N. Western Avenue
Chicago, IL 60622

Doc#: 0513815059
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 05/18/2005 09:34 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

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



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Stella Periaswamy - Tr#15587
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

186051401

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 1, 2005, is made and executed between Edward Chrzascik, whose address is 2145 W. Huron Street, Chicago, IL 60612 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to First Security Federal Savings Bank, whose address is 936 N. Western Avenue, Chicago, IL 60622 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 25, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Construction Mortgage dated as of July 25, 2003 executed by Edward Chrzascik ("Grantor") for the benefit of MB Financial Bank, N.A., successor in interest to First Security Federal Savings Bank ("Lender"), recorded on July 29, 2003 as document no. 0321019157, and Security Agreement and Assignment of Leases and Rentals of even date therewith executed by Grantor for the benefit of Lender, recorded on July 29, 2003 as document no. 0321019158; Modified by Modification of Mortgage dated October 1, 2004 and recorded on January 10, 2005 as document no. 0501049236.

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

LOT 6 IN JACOB RUSSELL'S SUBDIVISION OF BLOCK 6 IN THE CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2113-15 West Chicago Avenue, Chicago, IL 60622. The Real Property tax identification number is 17-07-102-016-0000, 17-07-102-017-0000 and 17-07-102-999-0000

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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 April 1, 2005 in the original principal amount of \$1,500,000.00 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 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.

CROSS DEFAULT. Borrower will be in default if Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due 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.

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 Guarantor shall constitute collateral for all indebtedness of Guarantor to Lender whether said indebtedness is now existing or hereinafter arising.


GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 1, 2005.

GRANTOR:

x 
Edward Chrzascik

LENDER:

MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO FIRST SECURITY FEDERAL SAVINGS BANK

x 
Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 186001401

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

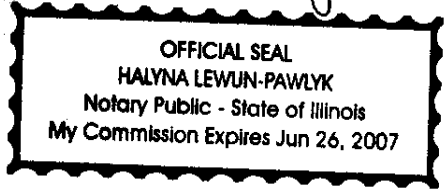
On this day before me, the undersigned Notary Public, personally appeared **Edward Chrzascik**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of April, 2005.

By [Signature] Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires _____



LENDER ACKNOWLEDGMENT

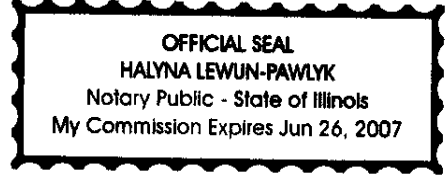
STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 29th day of April, 2005 before me, the undersigned Notary Public, personally appeared Mary H. Korb 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 [Signature] Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires _____



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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 186001401

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Property of Cook County Clerk's Office

The page contains several handwritten marks. At the top right, there is a wavy, scribbled line. Below it, there is another wavy, scribbled line. At the bottom left, there is a large, stylized signature or scribble consisting of several overlapping curved lines.