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Doc#: 0514317094
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 05/23/2005 12:00 PM Pg: 1 of 4

RECORDATION REQUESTED BY:

Cosmopolitan Bank and Trust
801 North Clark Street
Chicago, IL 60610

WHEN RECORDED MAIL TO:

Cosmopolitan Bank and Trust
801 North Clark Street
Chicago, IL 60610

SEND TAX NOTICES TO:

Cosmopolitan Bank and Trust
801 North Clark Street
Chicago, IL 60610

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Sue Remegi, Cosmopolitan Bank and Trust
801 North Clark Street
Chicago, Illinois 60610

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MAY 13, 2005, BETWEEN Cosmopolitan Bank and Trust, not personally, but under the provisions of a Trust Agreement dated January 13, 1998 and known as Trust No. 30758, whose address is 801 North Clark Street, Chicago, IL 60610 (referred to below as "Grantor"); ; and Cosmopolitan Bank and Trust (referred to below as "Lender"), whose address is 801 North Clark Street, Chicago, IL 60610.

MORTGAGE. Grantor and Lender have entered into a mortgage dated February 9, 1998 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded on February 11, 1998, as document number 98115096 in the Office of the Cook County Recorder of Deeds, as modified by that certain Modification of Mortgage dated June 1, 2002 and recorded in the Office of the Cook County Recorder of Deeds as Document Number 0020834208 and as further modified by that certain Modification of Mortgage dated September 1, 2003 and recorded September 23, 2003 in the Office of the Cook County Recorder of Deeds as Document Number 0326627130

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

LOT 17 IN THE SUBDIVISION OF BLOCK 34 OF JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, 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 226 West Chicago Avenue, Chicago, IL 60610. The Real Property tax identification number is 17-04-446-009.

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

In the section entitled "DEFINITIONS", the term "Note" is redefined as follows: The word "Note" means the Promissory Note dated July 28, 2000, in the original principal amount of \$30,000.00, increased to \$150,000.00 by that certain Change in Terms Agreement dated September 1, 2003 from Borrower to Lender, and further increased to \$450,000.00 by certain Change In Terms Agreement dated May 18, 2005 between Borrower and Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note, specifically those Change in Terms Agreements dated March 1, 2001, March 1, 2002, June 1, 2002, June 1, 2003, September 1, 2003, September 1, 2004, December 1, 2004 and March 1, 2005.

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05-18-2005
Loan No 7231

MODIFICATION OF MORTGAGE (Continued)

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

*as Trustee

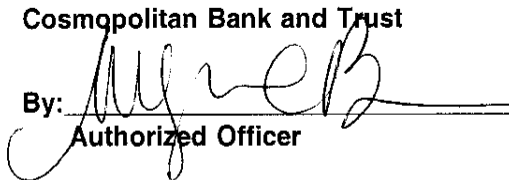
Cosmopolitan Bank and Trust, not personally*, but under the provisions of a Trust Agreement dated January 13, 1998 and known as Trust No. 30758

By: ~~hereto which is expressly incorporated herein~~ **Todd W. Cordell, Land Trust/Vice President** **(SEAL)** ***For signatures, notary, and exculpatory provisions of Trustee, see Rider attached*

By: _____ **(SEAL)**
Devin L. Fisher, Trust Administrator

LENDER:

Cosmopolitan Bank and Trust

By:  _____
Authorized Officer

Property of Cook County Clerk's Office

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This Modification Agreement is executed by the Trustee, Cosmopolitan Bank and Trust, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Cosmopolitan Bank and Trust possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any Liability on Cosmopolitan Bank and Trust, as trustee as aforesaid, or on the Bank personally to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the note and by every person now or hereafter claiming any right or security thereunder and that so far as Cosmopolitan Bank and Trust as Trustee under the aforesaid Trust and its successors, and the bank are personally concerned, the holder of the note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Modification Agreement to be executed by their respective duly authorized officers and beneficiaries have executed this Modification Agreement, all as of the day and year mentioned above.

COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY,

BY: [Signature]
Vice President/Trust Officer

ATTEST: [Signature]
Trust Officer

STATE OF ILLINOIS

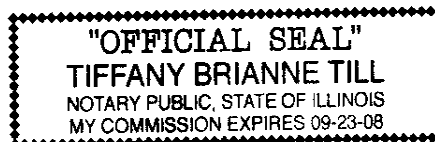
SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Todd W. Cordell and Devin L. Fisher, of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President/Trust Officer and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Trust Officer then and there acknowledged that said Trust Officer as custodian of the corporate seal to be affixed to said instrument as said Trust Officer's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 19th day of May A.D., 2005.

[Signature]
NOTARY PUBLIC



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DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$450,000.00		06-01-2006	7231	04A0	J8	1700280	MCB	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: Dean B. Zelinsky (SSN: 345-48-2361)
 dba: Dean Barrett Furniture
 325 Briar Lane
 Highland Park, IL 60035

Lender: Cosmopolitan Bank and Trust
 801 North Clark Street
 Chicago, IL 60610

LOAN TYPE. This is a Variable Rate (1.000% over Wall Street Journal Prime Rate, defined as the base rate on corporate loans posted by at least 75% of the Nation's 30 largest banks, with an interest rate floor of 7.000% making an initial rate of 7.000%), Revolving Line of Credit Loan to an Individual for \$450,000.00 due on June 1, 2006. This is a secured renewal loan.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.
- Business

SPECIFIC PURPOSE. The specific purpose of this loan is: Working Capital.

REAL ESTATE DOCUMENTS. Cosmopolitan Bank and Trust, not personally, but under the provisions of a Trust Agreement dated January 13, 1998 and known as Trust No. 30758 is giving to Lender a Mortgage ("Real Estate Documents") on property located in Cook County, State of Illinois to secure Borrower's Indebtedness to Lender. In consideration of Lender making the loan to Borrower, Borrower agrees to perform and comply with the Real Estate Documents just as if Borrower had signed them as "Borrower" and as "Grantor." This means Borrower agrees to all the representations and warranties made in the Real Estate Documents. In addition, Borrower agrees to perform and comply strictly with all the terms, obligations and covenants to be performed by either Borrower or Grantor, or both, as those words are defined in the Real Estate Documents. Lender need not tell Borrower about any action or inaction Lender takes in connection with the Real Estate Documents. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower also waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under the Real Estate Documents.

FLOOD INSURANCE. As reflected on Flood Map No. 170074 0060B dated 06-01-1981, for the community of Chicago, the property that will secure the loan is not located in an area that has been identified by the Director of the Federal Emergency Management Agency as an area having special flood hazards. Therefore, although flood insurance may be available for the property, no special flood hazard insurance is required by law for this loan.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$450,000.00 as follows:

Amount paid to Borrower directly:	\$0.00
Undisbursed Funds:	\$322,462.60
Amount paid to others on Borrower's behalf:	\$127,537.40
\$124,274.90 Current Balance	
\$3,000.00 Loan Fee	
\$130.00 Tract Search	
\$50.00 Flood Determination Search	
\$82.50 Recording Fee	
Note Principal:	\$450,000.00

AUTOMATIC PAYMENTS. Borrower hereby authorizes Lender automatically to deduct from Borrower's account number 0354044 the amount of any loan payment. If the funds in the account are insufficient to cover any payment, Lender shall not be obligated to advance funds to cover the payment. At any time and for any reason, Borrower or Lender may voluntarily terminate Automatic Payments.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED MAY 18, 2005.

BORROWER:

X  (SEAL)
 Dean B. Zelinsky