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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Banking
6111 N. River Rd.
Rosemont, IL 60018



0516412040

WHEN RECORDED MAIL TO:

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

Doc#: 0516412040
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 06/13/2005 09:40 AM Pg: 1 of 5

335162

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

, Loan Doc. Specialist (ol) Trans #5336
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60018

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 8, 2005, is made and executed between Cole Taylor Bank, Not Personally But as Trustee Under Trust Agreement Dated June 1, 1996 and Known as Trust Number 96-6729, whose address is 111 W. Washington Street, Chicago, IL 60602 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6111 N. River Rd., Rosemont, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 25, 1996 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated October 25, 1996 executed by Cole Taylor Bank, as Trustee for the benefit of MB Financial Bank, N.A., recorded on October 30, 1996 as document no. 96828688, and Assignment of Rents of even date therewith executed by Borrower for the benefit of Lender, recorded on October 30, 1996 as document no. 96828689; modified by Modification of Mortgage dated December 1, 1998 executed by Cole Taylor Bank, as Trustee for the benefit of MB Financial Bank, N.A., recorded on March 15, 1999 as document no. 99243068; modified by Modification of Mortgage dated October 1, 2002 executed by Cole Taylor Bank, as Trustee for the benefit of MB Financial Bank, N.A., recorded on December 31, 2002 as document no. 0021460480 and modified by Modification of Mortgage dated May 1, 2003 executed by Cole Taylor Bank, as Trustee for the benefit of MB Financial Bank, N.A., recorded on July 11, 2003 as document no. 0319226135.

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

Lots 17 to 22, Inclusive, in Block 63 in Canal Trustees' Subdivision of Lots and Blocks in the Southwest 1/4 of Section 9, 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 640-650 W. Lake Street, Chicago, IL 60661. The Real Property tax identification number is 17-09-313-004 and 17-09-313-005

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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 February 8, 2005 in the original principal amount of \$950,587.36 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 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.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 8, 2005.

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GRANTOR:

COLE TAYLOR BANK, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1996 AND KNOWN AS TRUST NUMBER 96-6729

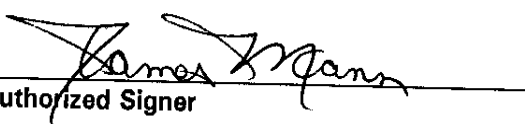
COLE TAYLOR BANK, not personally but as Trustee under that certain trust agreement dated 06-01-1996 and known as Cole Taylor Bank, Not Personally But as Trustee Under Trust Agreement Dated June 1, 1996 and Known as Trust Number 96-6729.

By: 
Authorized Signer

By: 
Authorized Signer

LENDER:

MB FINANCIAL BANK, N.A.

X 
Authorized Signer

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE

(Continued)

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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS

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) SS

COUNTY OF COOK

On this 11th day of MARCH, 2005 before me, the undersigned Notary Public, personally appeared **Authorized Signer, and Authorized Signer**, of **Cole Taylor Bank**, and known to me to be authorized trustees or agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Shirley A. Coleman Residing at _____

Notary Public in and for the State of _____

My commission expires _____



LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS

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COUNTY OF COOK

On this 11th day of MARCH, 2005 before me, the undersigned Notary Public, personally appeared JAMES MANN 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 James Mann Residing at Des Plaines

Notary Public in and for the State of _____

My commission expires _____