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**RECORDATION REQUESTED BY:**

FIRST NATIONAL BANK  
FIRST NATIONAL BANK  
101 DIXIE HIGHWAY  
CHICAGO HEIGHTS, IL 60411



Doc#: 0526653091 Fee: \$30.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 09/23/2005 12:40 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Attn: Commercial Lending  
First National Bank  
P.O. Box 125  
Olympia Fields, IL 60461

**SEND TAX NOTICES TO:**

Parkway Bank Trust Number  
11250  
4800 North Harlem Ave  
Harwood Heights, IL 60630

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

FIRST NATIONAL BANK  
101 DIXIE HIGHWAY  
CHICAGO HEIGHTS, IL 60411

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 5, 2004, is made and executed between Parkway Bank and Trust Company, not personally but as Trustee on behalf of Parkway Bank Trust Number 11250 (referred to below as "Grantor") and FIRST NATIONAL BANK, whose address is 101 DIXIE HIGHWAY, CHICAGO HEIGHTS, IL 60411 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 5, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded in the Cook County Recorder's Office as Document Number 011128927 on December 03, 2001 and Modification of Mortgage dated July 18, 2002 and recorded in the Cook County Recorder's Office as Document Number 0021293133 on November 21, 2002.

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

LOT 7 IN GULLO INTERNATIONAL'S RESUBDIVISION NO. 2 OF LOT 1 IN GULLO INTERNATIONAL OFFICE AND INDUSTRIAL CENTER SUBDIVISION BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 240 Stanley Street, Elk Grove Village, IL 60007. The Real Property tax identification number is 08-22-302-025

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

The maturity date of the Mortgage is hereby extended from November 5, 2004 to June 5, 2006 and the interest rate is hereby modified from 6.75% to 6.00% and the Promissory Note will be repaid in monthly installments of TWO THOUSAND FOUR HUNDRED SIXTY-SEVEN AND 14/100 DOLLARS (\$2,467.14), including accrued and unpaid interest, beginning on December 5, 2004 and on the same day of each successive month thereafter, until the maturity date at which time all unpaid amounts due and owing on

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 26041105

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the Promissory Note shall be payable in full.

**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.

upon the direction of its beneficiaries

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 5, 2004.**

**GRANTOR:**

**PARKWAY BANK TRUST NUMBER 11250**

**PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 11-30-1995 and known as Parkway Bank Trust Number 11250.**


**SEE EXHIBIT A FOR TRUSTEE SIGNATURE, ACKNOWLEDGEMENT AND EXCULPATION.**

By: \_\_\_\_\_  
Authorized Signer for Parkway Bank and Trust Company

By: \_\_\_\_\_  
Authorized Signer for Parkway Bank and Trust Company

**LENDER:**

**FIRST NATIONAL BANK**

x   
\_\_\_\_\_  
Authorized Signer

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## EXHIBIT "E"

### SIGNATURE AND EXONERATION RIDER FOR MODIFICATION OF MORTGAGE

This Document is executed by PARKWAY BANK & TRUST COMPANY, not personally but as Trustee under Trust No. 11250 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless presentations in said document (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement, thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any, or of any environmental conditions, duties or obligations concerning the property whether under any federal, state, or local statute, rule, regulation, or ordinance. The beneficiaries of this Trust, have management and control of the use of the property and as such, have the authority on their own behalf to execute any document as environmental representative but not as agent for or on behalf of the Trustee.

PARKWAY BANK & TRUST COMPANY, As Trustee under Trust No. 11250 as aforesaid and not personally,

By: *[Signature]*  
ASSISTANT TRUST OFFICER



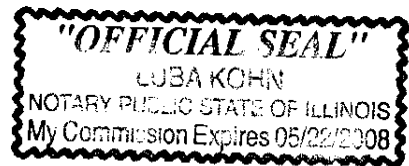
STATE OF ILLINOIS )

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid do hereby certify that the above named officers of PARKWAY BANK & TRUST COMPANY, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument in the capacities shown, appeared before me this day in person, and acknowledged signing, sealing and delivering the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal on December 28, 2004.

*[Signature]*  
(Notary Public)



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 26041105

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
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On this 28<sup>th</sup> day of December, 2004 before me, the undersigned Notary Public, personally appeared Fabrizio Patti and known to me to be the 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 Renee Sims Residing at 20900 S. Western Ave.  
Alhambra, CA  
 Notary Public in and for the State of Illinois  
 My commission expires 4-15-08



60461

Notary Public, State of Illinois  
Clerk's Office