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#### **RECORDATION REQUESTED BY:**

GreatBank Chicago GBC Skokie Office 3300 West Dempster Street Skokie, IL 60076

#### WHEN RECORDED MAIL TO:

GreatBank Chicago GBC Skokie Office 3300 West Dempster Street Skokie, IL 60076



Doc#: 0607945088 Fee: \$32.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 03/20/2006 01:08 PM Pg: 1 of 5

#### SEND TAX NOTICES TO:

GreatBanc Trust Company, 20900 South Western Avenu Olympia Fields, IL 604c

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Lender, Commercial Lending Department
GreatBank Chicago
3300 West Dempster Street
Skokie, IL 60076

O Commor Title

<del>-Services, Inc. -</del>

#### MODIFICATION OF MORTGAGE

6079-00SY

THIS MODIFICATION OF MORTGAGE dated February 24, 2005. is made and executed between GreatBanc Trust Company, not personally but as Trustee under Trust Agreement dated July 31, 2001 and known as Trust No. 8373, whose address is 20900 South Western Avenue, On mpia Fields, IL. 60461 (referred to below as "Grantor") and GreatBank Chicago, whose address is 2300 West Dempster Street, Skokie, IL 60076 (referred to below as "Lender"). \*\*First National Bank As Elecessor Trustee to

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 8, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded on August 28, 2001 as document number 0010792381 in Cook County Recorders Office, Assignment of Rents dated August 8, 2001, recorded on August 28, 2001, as document number 001079382 in Cook County Recorder Office.

HERETO AND MADE A PART HEREOF.

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

PARCEL W: THAT PART OF BLOCK 50 IN CARPENTER'S ADDITION TO CHICAGO ON SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK; 161.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 89.74 FEET TO THE NORTHEAST CORNER OF SAID BLOCK; THENCE SOUTH 0 DEGREES 01 MINUTES 35 SECONDS WEST, ALONG THE EAST LINE OF SAID BLOCK 75.82 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 89.65 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 15.05 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 26.52 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 0.25 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 15.05 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 0.25 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 0.25 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 0.25 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 0.25 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 41.78 FEET; THENCE NORTH 90 DEGREES 00

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 74222303 (Continued) Page 2

MINUTES 00 SECONDS EAST, 14.75 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 15.28 FEET TO THE POINT OF BEGINNING, LYING ABOVE A HORIZONTAL PLANE OF ELEVATION +14.77 FEET CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF ELEVATION +29.13 FEET THAT PART OF BLOCK 50 PARCEL W1: CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS. IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK 93.74 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 130.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 45.06 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 31.91 FELT THENCE NORTH 0 DEGREES 03 MINUTES 44 SECONDS EAST 28.88 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 4.06 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 16.18 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 27.88 FEET TO THE POINT OF BEGINNING, LYING ABOVE A HORIZONTAL PLANE OF ELEVATION +23.50 FEET CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF ELEVATION +35.45 PARKING: PARCEL 1: UNIT P1-2 IN FEET CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS. THE WASHINGTON-MORGAN GARAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN PARTS OF LOTS IN BLOCK 50 IN CARPENTER'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHCH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECURDED AS DOCUMENT NUMBER 00366857, AND AS AMENDED, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK PARCEL 2: EAGEMENT FOR THE BENEFIT OF PARCEL 1 AND OTHER COUNTY, ILLINOIS. PROPERTY FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT AS SET FORTH IN THE GRANT OF EASEMENTS AND OPERATING AGREEMENT RECORDED AS DOCUMENT NUMBER 00366855.

The Real Property or its address is commonly known as 32 N Morgan, Chicago, IL 60607-2612. The Real Property tax identification number is 17-08-446-015-0000.

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

Decreasing balance of Promissory Note dated August 7, 2001 to \$825,000.00, add Revolving Line of Credit feature, change monthly payments to interest only, all as more completely stated in the Change In Terms Agreement dated February 25, 2006.

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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 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.

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 24, 2006.

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#### MODIFICATION OF MORTGAGE (Continued)

Loan No: 74222303 **GRANTOR:** FIRST NATIONAL BANK AS SUCCESSOR TRUSTEE TO GREATBANC TRUST COMPANY, ATTEST: 4 Wlyn Administrati \*\* GreatBanc Trust Company, Trust Officer, GreatBanc Trust Company, Asst Vice President & Sr Land Trust Officer LENDER: **GREATBANK CHICAGO** Essentia AND MADE A PART ELLER **Authorized Signer** TRUST ACKNOWN EDGMENT STATE OF \_\_\_\_ Will COUNTY OF before me, the undersigned Notary , <u>2006</u> day of <u>March</u> <u> 16th</u> Public, personally appeared GreatBanc Trust Company, Trust Officer, Trustee of GreatBanc Trust Company, and known to me to be an authorized trustee or agent of the trust that executed the Modnication 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 bath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust. Residing at 128 W Lincoln Hwy, Frankfort IL Notary Public in and for the State of \_\_\_\_IL\_\_\_\_\_ "OFFICIAL SEAL" My commission expires \_ しみ・1 てー ら 8 Gloria M. Olson Notary Public, State of Illinois My Commission Expires Dec. 17, 2008 \*\*First National Bank as successor Trustee to

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# MODIFICATION OF MORTGAGE (Continued)

Page 4 Loan No: 74222303 LENDER ACKNOWLEDGMENT COUNTY OF \_\_\_\_\_\_\_ ) SS , 2006 before me, the undersigned Notary Vul President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrumen 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. Residing at <u>GBC</u> Ву Notary Public in and for the State of Floris MARIA STOLIS My commission expires TE . LASER PRO Lending, Ver. 5.29.00.002 Copr. Harland Financial Solutions, Inc. 1997, 2008 All Rights Re

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#### **EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS**

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against First National Bank as successor Trustee to Cre it Panc Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreement of the sa.d Trustee whether or not in this instrument contained, either expressed or implied, all such personal liacility, if any, being expressly waived and released. County Clark's Office

First National Bank as successor Trustee to GreatBanc Trust Company, not individually, but solely as Trustee Under Trust No. 8373

Sr. Land Trust Officer