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Doc#: 0608933033 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/30/2006 07:30 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
Harris N.A./BLST
Attn: Collateral Management
P.O. Box 2880
Chicago, IL 60690-2880

FOR RECORDER'S USE ONLY

Property of Cook County Clerk's Office
CTI
H25070037

This Modification of Mortgage prepared by:
Kim Cokley, Documentation Specialist
Harris N.A./BLST
311 W. Monroe St., 14th Floor
Chicago, IL 60606-4684

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 10, 2006, is made and executed between Chicago Title Land Trust Company, not personally but as Trustee under Trust Agreement dated July 6, 1966 and known as Trust Number 49577, whose address is ~~171 N. Clark Street, 17th Floor, Chicago, IL 60601~~ (referred to below as "Grantor") and Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 9, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on September 24, 2003 as Document #0326701349 and Document #0326701350 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

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

LOT 1 IN BLOCK 19 IN CHATHAM FIELDS, A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8100 S. Langley, Chicago, IL 60605. The Real Property tax identification number is 20-34-221-016.

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated March 10, 2006 in the original principal amount of \$200,000.00 to Lender bearing a fixed interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the

*181 West Madison Street, 17th Floor, Chicago, Illinois 60602

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 60011975

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mortgage, exceed the amount of \$200,000.00; and (3) to amend the name of Lender to read as follows: Harris N.A., as Successor by Merger with Harris Bank Elk Grove, N.A., its successors and/or assigns.

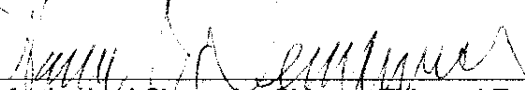
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 endorser 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 MARCH 10, 2006.

GRANTOR:

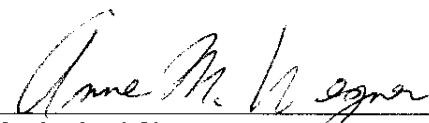
Land as trustee under
CHICAGO TITLE AND TRUST COMPANY/TRUST NO. 49577 and not personally

Land
CHICAGO TITLE AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 07-06-1966 and known as Chicago Title and Trust Company Trust No. 49577.

By:  Trust Officer
Authorized Signer for Chicago Title and Trust Company

LENDER:

HARRIS N.A.

X 
Authorized Signer

This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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MODIFICATION OF MORTGAGE

(Continued)

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 13th day of March, 2006 before me, the undersigned Notary Public, personally appeared Harriet Denisevicz, Trust Officer of Chicago Title Land Trust Company

, and known to me to be (an) authorized trustee(s) or agent(s) 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 he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Jeanette DeJesus located at _____
 corporation (xxxxxxx) Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires _____



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LENDER ACKNOWLEDGMENT

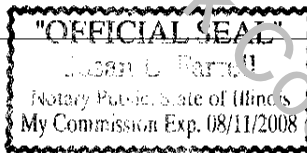
STATE OF ILLINOIS)

COUNTY OF Cook) SS)

On this 14th day of March, 2006 before me, the undersigned Notary Public, personally appeared Anne M. Wegner and known to me to be the Banking Officer, 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 Susan A. Farrell Residing at 500 E. Deam
Elk Grove, IL 60007
Notary Public in and for the State of ILLINOIS

My commission expires _____



County Clerk's Office