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RECORDATION REQUESTED BY:

AmeriMark Bank
5456 S. LaGrange Road
Countryside, IL 60525



Doc#: 0621243158 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/31/2006 09:40 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

AmeriMark Bank
5456 S. LaGrange Road
Countryside, IL 60525

SEND TAX NOTICES TO:

AmeriMark Bank
5456 S. LaGrange Road
Countryside, IL 60525

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Susan L. Skinner, Loan Administrator
AmeriMark Bank
5456 S. LaGrange Road
Countryside, IL 60525

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 17, 2006, is made and executed between ^{*}Cosmopolitan Bank and Trust, not personally but as Trustee on behalf of Cosmopolitan Bank and Trust, as Successor Trustee to The Cosmopolitan National Bank of Chicago Trust #27362 dated January 16th 1985, whose address is 801 North Clark Street, Chicago, IL 60610-3287 (referred to below as "Grantor") and AmeriMark Bank, whose address is 5456 S. LaGrange Road, Countryside, IL 60525 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 23, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded May 5, 2004 as Document No. 0412635154 and Modification of Mortgage dated February 1, 2005 as Document No. 0505526129 and Modification of Mortgage dated June 1, 2005 as Document No. 051744336.

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

LOTS 1, 2 AND 3 IN NAPER'S RESUBDIVISION OF LOTS 2, 3, 4 AND 5 IN SUPERIOR COURT PARTITION OF THE EAST 2/3 OF BLOCK 12 IN THE SUBDIVISION OF THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, 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 20 E. Delaware Place, Chicago, IL 60611. The Real Property tax identification number is 17-03-209-012-0000.

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

Increase maximum lien amount from \$2,000,000.00 to \$2,900,000.00, increase loan amount from \$1,000,000.00 to \$1,450,000.00 and extend maturity date until June 1, 2007.

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

SKY BOX 334 CT

* Park National Bank
Successor Trustee to
Cosmopolitan Bank & Trust
Successor Trustee to
Cosmopolitan National Bank of Chicago

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MODIFICATION OF MORTGAGE (Continued)

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 endorers 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 MAY 17, 2006.

GRANTOR:

* **COSMOPOLITAN BANK AND TRUST, AS SUCCESSOR TRUSTEE TO THE COSMOPOLITAN NATIONAL BANK OF CHICAGO TRUST #27362 DATED JANUARY 16TH 1985 not personally**

**By: **for signatures, notary, and exculpatory provisions of trustee see Rider attached hereto, which is expressly incorporated herein and made a part hereof.
Cosmopolitan Bank and Trust**

*** Park National Bank
Successor Trustee to
Cosmopolitan Bank & Trust
Successor Trustee to
Cosmopolitan National Bank of Chicago**

LENDER:

AMERIMARK BANK

X 

Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

STATE OF _____)
) SS
 COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared **Cosmopolitan Bank and Trust, of Cosmopolitan Bank and Trust, as Successor Trustee to The Cosmopolitan National Bank of Chicago Trust #27362 dated January 16th 1985**, and known to me to be an authorized trustee or agent 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 is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

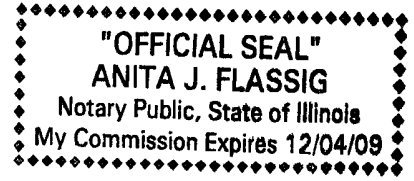
STATE OF ILLINOIS)
) SS
 COUNTY OF WILL)

On this 19th day of JUNE, 2006 before me, the undersigned Notary Public, personally appeared MICHAEL P. KEERAN and known to me to be the SE. VICE PRES., 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 [Signature] Residing at 5456 S. LA GRANGE RD.
COUNTYSIDE IL 60425

Notary Public in and for the State of ILLINOIS

My commission expires 12-4-09



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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This Modification Agreement is executed by the Trustee, Park National Bank, 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 Park National Bank possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any Liability on Park National Bank, 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 Park National Bank 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 17th day of May 2006 mentioned above.

PARK NATIONAL BANK, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY,

BY: [Signature]
Vice President/Trust Officer

ATTEST: [Signature]
Land Trust Administrator

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 Vivian Milon, of PARK NATIONAL BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President/Trust Officer and Land Trust Administrator, 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 PARK NATIONAL BANK for the uses and purposes therein set forth, and the said Land Trust Administrator then and there acknowledged that said Land Trust Administrator as custodian of the corporate seal to be affixed to said instrument as said Land Trust Administrator own free and voluntary act and as the free and voluntary act of said PARK NATIONAL BANK for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 16th day of June A.D., 2006.

[Signature]
NOTARY PUBLIC

