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RECORDATION REQUESTED BY:

NorStates Bank Cedar Lake 1601 N. Lewis Avenue P.O. Box 39 Waukegan, IL 60079-0039 2/1285.288

Doc#: 0710855087 Fee: \$38.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 04/18/2007 01:00 PM Pg: 1 of 8

WHEN RECORDED MAIL TO:

NorStates Bank 1601 N. Lewis Avenue P.O. Box 39 Waukegan, IL 60079-0039

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
NorStates Bank
1601 N. Lewis Avenue
Waukegan, IL 60079-0039

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 27, 2006, is made and executed between NorStates Bank f/k/a Bank of Waukegan, not personally but as Trustee on behalf of NorStates Bank f/k/a Bank of Waukegan Trust Number 204499 dated March 29, 2004 (referred to below as "Grantor") and NorStates Bank, whose address is 1601 N. Lewis Avenue, P.O. Box 39, Waukegan, IL 60079-0039 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated Jurie 27, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on September 6, 2006 in the Cook County Recorder of Deeds Office as Document Number 0624954058.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as in ully set forth herein.

The Real Property or its address is commonly known as various properties, Chicago, IL. The Real Property tax identification number is See attached Exhibit "A".

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

The maturity date will be June 27, 2007. In addition, there will be a regular monthly payment of interest only and principal due at maturity, beginning on January 27, 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 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

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UNDEFICATION OF MORTGAGE PY (Continued)

Loan No: 81309 (Continued) Page 2

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 DECEMBER 27, 2006.

GRANTOR:

NORSTATES BANK F/K/A BANK OF WAUKEGAN TRUST NUMBER 204499

NORSTATES BANK F/K/A BANK OF WAUK GAN, not personally but as Trustee under that certain trust agreement detection 03-29-2004 and known as NorStates Bank f/k/a Bank of Waukegan Trust Number 204499.

By: Savara Konto Authorized Trust Officer

LENDER:

NORSTATES BANK

Authorized Signer

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MADE MPART HEREOF

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 81309 Page 3

TRUST ACKNO	WLEDGMENT
STATE OF	"OFFICIAL SEAL" TABITHA A. INGOGLIA Notary Public, State of Illinois My Commission Expires 6/12/08 "OFFICIAL SEAL" TABITHA A. INGOGLIA Notary Public, State of Illinois My Commission Expires 6/12/08
Public, personally appeared Authorized Trust Officer, of to me to be an aurnorized trustee or agent of the tru acknowledged the Modification to be the free and voluntary trust documents or, by authority of statute, for the uses and por she is authorized to execute this Modification and in fact execute the Modification and Modification and in fact execute the Modification and Mo	ust that executed the Modification of Mortgage and act and deed of the trust, by authority set forth in the purposes therein mentioned, and on oath stated that he
Notary Public in and for the State of <u>Pulingus</u> My commission expires <u>6-/2-68</u>	HIDER ATTACHED MEPETO IS EXPRESSLY MADE A PART HEREOF HIGH 3"H"
LENDER ACKNO	OWLEDGMENT
COUNTY OF) SS ()) T
On this day of	t executed the within and foregoing instrument and act and deed of the said Lender, duly authorized by the es and purposes therein mentioned, and on oath stated
By Any O Coursel	Residing at Scraechurs II
Notary Public in and for the State of $\frac{8}{5/a}$ My commission expires	"OFFICIAL SEAL" DALE O'DONNELL Notary Public, State of Illinois My Commission Expires 08/05/2009

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UNOFFICIAL COPY MODIFICATION OF MORTGAGE PY (Continued)

Loan No: 81309 (Continued) Page 4

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Property of Cook County Clerk's Office



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EXHIBIT "A"

PARCEL 1:

LOTS 1 AND 2 IN BLOCK 14 IN MCINTOSH BROTHERS IRVING PARK BOULEVARD ADDITION TO CHICAGO OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4054-56 NORTH MARMORA, CHICAGO, ILLINOIS

PARCEL 2:

UNIT NUMBERS: OFFICE UNIT, 1A, 1B, 1C, 1D, 1E, 1F, 2A, 2B, 2C, 2D, 2E, & 2F IN THE 5680-86 N. ELSTON CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: A PART OF LOTS 3, 4 AND 5 IN BLOCK 1 IN ELSTON AND CENTRAL BRYN MAWR'S SUBDIVISION OF LOT 8 IN KAY AND OTHER'S SUBDIVISION OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 09112295; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

COMMONLY KNOWN AS: 5680 NORTH FLS TON AVENUE, CHICAGO, ILLINOIS

PARCEL 3:

THE SOUTH 10 FEET OF LOT 5 AND THE NORTH 1/2 OF LOT 6 IN THE RESUBDIVISION OF BLOCK 22 IN IRVING PARK, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 15 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAL! IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: 4036 NORTH PULASKI, CHICAGO, ZLINOIS

PARCEL 4:

LOT 26 AND 27 IN BLOCK 2 OF SASHEL'S ADDITION TO CHICAGO, PEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING EAST OF THE RAILROAD RIGHT OF WAY IN SECTION 30, TOWNSTIIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: 1754-56 W. WELLINGTON, CHICAGO, ILLINOIS

PARCEL 5:

LOTS 41 AND 42 IN BLOCK 11 IN S.E. GROSS BOULEVARD ADDITION TO CHICAGO, / SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3641 NORTH PULASKI AVENUE, CHICAGO, ILLINOIS

PARCEL 6:

LOT 20 (EXCEPT THAT PART LYING EAST OF A LINE 50 FEET WEST AND PARALLEL WITH A LINE DRAWN FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TO THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN FOR WIDENING WESTERN AVENUE) IN BLOCK 24 IN W.F. KAISER AND COMPANY'S ARCADIA TERRACE, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE WEST 33 FEET THEREOF) AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 5600 N. WESTERN AVENUE, CHICAGO, ILLINOIS

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EXHIBIT "A"

PARCEL 7:

UNITS 204, 603, 716, 723, 917, 1109, 1210, 1523, 1603, 1622, 2003, 2009, 2503 AND 2616 TOGETHER WITH THEIR <UNDIV PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 3600 NORTH LAKE SHORE DRIVE, CONDO, AD DELINEATED AND DEFINED IN THE DECLARATION REGISTERED AS DOCUMENT NUMBER LR2983544 IN THE EAST FRACTONAL 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3600 NORTH LAKE SHORE DRIVE, CHICAGO, ILLINOIS

PARCEL 8:

LOTS 29, 30, 31 AND 32 IN BLOCK 11 IN S. E. GROSS' BOULEVARD ADDITION, A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3611 N. PULASKI, CHICAGO, ILLINOIS

PARCEL 9:

LOTS 4 AND 5 IN THE SUBDIVISION OF PART OF LOTS 1 AND 2 OF JOHN B. DAWSON'S SUBDIVISION OF LOT 9 IN DAVLO KELLY AND CARROLL'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 1909 AS DOCUMENT 4386630, IN COOK COUNTY, ILLINOIS.

CKA: 2912 NORTH CENTRAL PARK, CHICAGO ILLINOIS

PARCEL 10:

LOT 20 IN BLOCK 8 IN FIELD'S BOULEVARD ADDITION TO IRVING PARK A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD FRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3038 WEST IRVING PARK, CHICAGO, ILLINOIS

PARCEL 11:

LOTS 7 AND 8 IN BLOCK 2 IN BAUER AND MCMAHON'S ADDITION TO IXVING PARK A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: 3606-08 NORTH PULASKI, CHICAGO, ILLINOIS

PARCEL 13:

LOTS 23 AND 24 IN BLOCK 14 IN NORTH PARK ADDITION TO CHICAGO, A SUBDIVISION OF PARTS OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS 3312 W. FOSTER, CHICAGO, ILLINOIS

EXHIBIT "A"

PCL 14:

THE WEST 500 FEET OF LOT 1 IN RIVERVIEW SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 3, 1956 AS DOCUMENT NUMBER 1687120, IN COOK COUNTY, ILLINOIS, XCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 23 MINUTES 01 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 126.877 METERS (416.26 FEET); THENCE NORTH 00 DEGREES 35 MINUTES 58 SECONDS WEST 1.244 METERS (4.08 FEET); THENCE SOUTH 89 DEGREES 24 MINUTES 02 SECONDS WEST 56.470 METERS (185.27 FEET) THENCE NORTH 00 DEGREES 35 MINUTES 58 SECONDS WEST 0.500 METERS (1.64 FEET); THENCE SOUTH 89 DEGREES 24 MINUTES 02 SECONDS WEST 70.406 METERS (230.99 FEET), TO THE WEST LINE OF SAID LOT 1; THENCE SOUTH 00 DEGREES 34 MINUTES 47 SECONDS FAST 1.782 METERS (5.85 FEET) TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS 300 W. SIBLEY, CHICAGO, ILLINOIS EY,
COOK COUNTY CIENT'S OFFICE

13-01-432-033-0000 1 OF 39 13-04-309-048-1001 2 OF 39 13-04-309-048-1002 3 OF 39 13-04-309-048-1003 4 OF 39 13-04-309-048-1004 5 OF 39 13-04-309-048-1005 6 OF 39 13-04-309-048-1006 7 OF 39 13-04-309-048-1007 8 OF 39 13-04-309-048-1008 9 OF 39 13-04-309-048-1009 10 OF 39 13-04-309-048-1010 11 OF 39 13-04-309-048-1011 12 OF 39 13-04-309-048-1012 13 OF 39 13-04-309-048-1013 14 OF 39 13-11-222-030-0000 15 OF 39 13-13-326-035-0000 16 OF 39 13-15-424-025-0000 17 OF 39 13-17-422-015-0000 18 OF 39 13-22-223-083-0000 19 OF 39 13-23-124-005-0000 20 OF 39 13-23-124-010-0000 21 OF 39 13-26-122-059-0000 22 OF 39 14-21-110-020-1004 23 OF 39 14-21-110-020-1091 24 OF 39 14-21-110-020-1126 25 OF 39 14-21-110-020-1133 26 OF 39 14-21-110-020-1175 27 OF 39 14-21-110-020-1216 28 OF 39 14-21-110-020-1241 29 OF 39 14-21-110-020-1325 30 OF 39 14-21-110-020-1330 31 OF 39 14-21-110-020-1348 32 OF 39 14-21-110-020-1426 33 OF 39 14-21-110-020-1432 34 OF 39 14-21-110-020-1545 35 OF 39 14-21-110-020-1580 36 OF 39

14-30-215-025-0000 37 OF 39 14-30-215-026-0000 38 OF 39 29-09-114-009-0000 39 OF 39

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TRUSTEE'S EXONERATION RIDER

This MORTGAGE MODIFICATION is executed by the NORSTATES BANK f/k/a BANK OF WAUKEGAN, not personally or individually, but as Trustee under Trust Agreement dated March 29, 2004 and known as Trust No. 204499 in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by the instrument herein and by Every personal now or hereafter claiming any right or security hereunder that nothing contained herein or in the NOTE secured by this instrument shall be construed as creating any liability on NORSTATES BANK F/K/A BANK OF WAUKEGAN personally to pay said NOTE or any interest that may accrue hereunder, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, including any environmental conditions, duties or obligations concerning the premises whether under any federal, state, or local statue, rule, regulation, or ordinance, all such liability, if any, being expressly vaived, and that any recovery on this instrument and the NOTE secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said NOTE, but this waiver shall in no way affect the rersonal liability of any co-signer, endorser or guarantor of said NOTE. Each original and successive owner of holder of this instrument accepts the same upon the express condition that no duty shall rest upon the Trustee because of the execution, during its existence, or after its foreclosure to be personally liable for any environmental conditions, duties, or obligations concerning the premises whether under any federal, state, or local The Trustee makes no personal statue, rule, regulation, or ordinance. 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 he 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.