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RECORDATION REQUESTED BY:

PARKWAY BANK & TRUST CO.

4800 N. HARLEM AVE. HARWOOD HEIGHTS, IL

60706

Doc#: 0713849118 Fee: \$38.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 05/18/2007 02:01 PM Pg: 1 of 8

WHEN RECORDED MAIL TO:

PARKWAY BANK & TRUST

CO.

4800 N. HARLEM AVE. HARWOOD HEIGHTS, IL

60706

SEND TAX NOTICES 70:

PARKWAY BANK & Trust

CO.

4800 N. HARLEM AVE.

HARWOOD HEIGHTS, IL

60706

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Samuel L. Pappas, Vice President--Attorney

Parkway Bank & Trust Company

4800 N. Harlem Ave.

Harwood Heights, IL 60706

MODIFICATION OF MORTGAGE

and not und vidually

THIS MODIFICATION OF MORTGAGE dated May 17, 2007, is made and executed between Parkway Bank and Trust Company Trust No. 13673, U/T/A dated 11-13-2003, whose address is 4800 North Harlem Avenue, Harwood Heights, IL 60706 (referred to below as "Grantor") and PARKWAY BANK & TRUST CO., whose address is 4800 N. HARLEM AVE., HARWOOD HEIGHTS, IL 60706 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 15, 2006 (the "Mortgage") which has been recorded in Cook County County, State of Illinois, as follows:

FIRST MORTGAGE DATED JUNE 15, 2006 RECORDED AS DOCUMENT #0619943047 ON JULY 18, 2006, AND ASSIGNMENT OF RENTS DATED JUNE 15, 2006 RECORDED AS DOCUMENT #0619943048 ON JULY 18, 2006.

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

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

The Real Property or its address is commonly known as 615 Perrie Drive, Elk Grove Village, IL 60007. The Real Property tax identification number is 08-27-102-109-0000.

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

IN ADDITION TO ALL OTHER OBLIGATIONS AND INDEBTEDNESS SECURED BY THE MORTGAGE, THE MORTGAGE ALSO SECURES, WITHOUT LIMITATION, THE "PROMISSORY NOTE" FROM BORROWER TO LENDER DATED MAY 17, 2007 IN THE PRINCIPAL FACE AMOUNT OF \$1,865,185.00 (TOGETHER WITH

ALL AMENDEMENTS, MODIFICATIONS, EXTENSIONS, REPLACEMENTS, RENEWALS AND CONSOLIDATIONS THEREOF). THIS PROMISSORY NOTE EVIDENCES A MODIFICATION (INCLUDING OUTSTANDING PRINCIPAL AMOUNT INCREASE) AND RESTATEMENT OF THE PRINCIPAL FROM BORROWER TO LENDER DATED JUNE 15, 2006 IN THE PRINCIPAL FACE AMOUNT OF \$6,575,000.00. ALL REFERENCES TO THE "LOAN" IN ANY OF THE RELATED DOCUMENTS ARE HEREBY MODIFIED TO REFLECT THE LOAN AS EVIDENCED BY THE MORTGAGE (NOT INCLUDING SUMS ADVANCED TO PROUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE (NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE REMAIN THE SAME.

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 "Loca"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and and any lender to the Modification. It any person who signed the original Mortgage does not sign this Modification, by virtue of this Modification. It any person who signed the original Mortgage does not sign this Modification, but also to all such subsequent actions.

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.

Modification of this beneficiarles.

BRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE IS DATED MAY 17, 2007.

AND GRANTOR ACKNOWLEDGES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 17, 2007.

DIFICATION OF CONTRACT OF CONT

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 12 Page 3

GRANTOR:

PARKWAY BANK AND TRUST COMPANY, TRUST NO. 13673 U/T/A **DATED 11-13-2003**

PARKWAY BANK AND TRUST COMPANY TRUST NO. 13673, not personally but as Trustee under that certain trust agreement dated 11-13-2003 and kng vp as Parkway Bank and Trust Company, Trust No. 13673 U/T/A dated 11- 3-2003. ee Attached

PERRIE INVESTMENTS, LLC, AN ILLINOIS LIMITED LIASULTY COMPANY

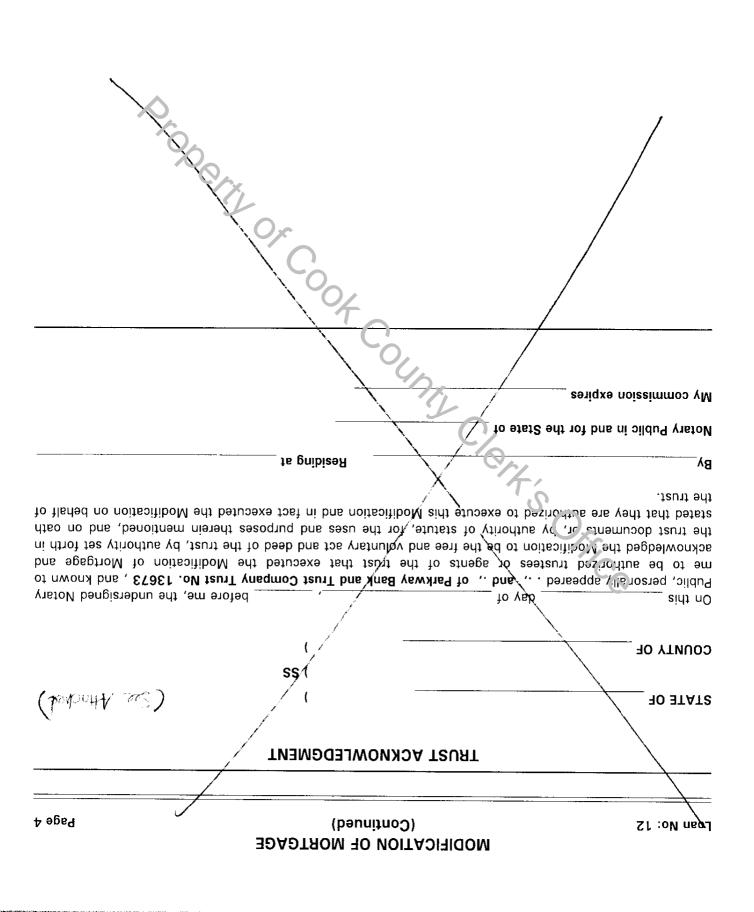
PERRIE DEVELOPERS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, Manager of Perrie Investments, LLC, an Illinois Limited Liability Compens 750/7/CQ

By: Edward Niziol, Manager of Perrie Developers, LLC, an Illinois Limited Liability Company /

LENDER:

PARKWAY BANK & TRUST CO.

Authorized Signer



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UNOFFICIALLINGOPY

TRUSTEE SIGNATURE, EXONERATION AND ACKNOWLEDGMENT RIDER FOR MODIFICATION OF MORTGAGE

This document is executed by PARKWAY BANK & TRUST COMPANY, not personally but as Trustee under Trust No. 13673 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 wid Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income there from, 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. 13673 as aforesaid and not personally,

By:

ASSISTANT TRUST OFFICER

SEAL

STATE OF ILLINOIS

COUNTY OF COOK

(COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid do noteby 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 5-18-2007.

(Notary Public)

"OFFICIAL SEAL"

LINDA A TAYLOR

NOTARY PUBLIC STATE OF ILLINOIS

My Commission Expires 94/28/2008

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 12	(Continued)	Page 5		
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT				
STATE OF Team				
COUNTY OF COOK) SS			
Public, personally appeared Company, and known to me the Modification of Mo tout the limited liability company the uses and purposes the Modification and in fact exempts. By Joseph Grand Tourist Company that the uses are purposes the Modification and in fact exempts.	Edward Niziol, Manager of Perrie Develor to be a member or designated agent of the end acknowledged the Modification to be by authority of statute, its articles of organism mentioned, and on oath stated that cuter the Modification on behalf of the limit of the limi	e limited liability company that executed the free and voluntary act and deed of anization or its operating agreement, for the or she is authorized to execute this		
		Sty Office		

MODIFICATION OF MORTGAGE

	SS (1.001/1	STATE OF
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before me, the undersigned Notary ind known to me to be the within and foregoing instrument and the said Lender, duly authorized by purposes therein mentioned, and on it and that the seal affixed is the	s hat batucat that one that one babb bns tos yest one to the to the that of the the that of the	he free and volur tors or otherwise	nege basinontus , of instrument to be t of its basing and ited of or she is author	acknowledged ssi
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EXHIBIT "A"--LEGAL DESCRIPTION

THAT PART OF A PARCEL OF LAND IN THE SOUTH THREE QUARTERS OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL DESCRIBED AS FOLLOWS:

NOTE: THE WEST LINE OF THE OF THE WEST HALF OF THE EAST HALF AFORESAID SHALL BE ASSUMED "DUE NORTH" FOR THE FOLLOWING COURSES:

BEGINNING AT A POINT IN THE EAST LINE OF SAID SOUTH THREE QUARTERS, 920.00 FRET SOUTH OF THE NORTHEAST CORNER THEREOF THENCE SOUTH 89 DEGREES 56 MINUTES WEST (89 DEGREES 55 MINUTES 34 SECONDS WEST MEASURED), 25.00 FEET; THENCE NORTH 49 DEGREES 30 MINUTES WEST (NORTH 49 DEGREES 30 MINUTES 27 SECONDS WEST MEASURED), 90.00 FEET; THENCE NORTY 17 DEGREES 21 MINUTES 40 SECONDS WEST (NORTH 87 DEGREES 21 MINUTES 07 SECONDS (FIR MEASURED), 371.49 FEET TO A POINT ON A CURVE IN THE EASTERLY LINE OF PERRIE DRIVE PER DOCUMENT T2661506 RECORDED NOVEMBER 21, 1972; THENCE SOUTHERLY ALONG SAID EASTERLY LINE PERRRIE DRIVE AND THE ARC OF A CURVE CONVEX (TO THE WEST AND HAYING A RADIUS OF 320.00 FEET, AN ARC DISTANCE OF 315.89 FEET TO A POINT OF TANGENCY, THENCE SOUTH 51 DEGREES 41 MINUTES EAST (SOUTH 51 DEGREES 41 MINUTES 31 SECONDS LAS: MEASURED), ALONG SAID EASTERLY LINE PERRIE DRIVE, 140.00 FEET TO A POINT OF CURVATURE THENCE SOUTHERLY, ALONG SAID EASTERLY LINE PERRIE DRIVE AND THE ARC OF A CURVE, CONVEX TO THE EAST AND HAVING A RADIUS OF 520.00 FEET, AN ARC DISTANCE OF 254 51 FEET TO A POINT OF TANGENCY; THENCE SOUTH 19 DEGREES 14 MINUTES EAST (SOUTH 10 DEGREES 14 MINUTES 36 SECONDS EAST MEASURED), ALONG SAID EASTERLY LINE PERRIE DRIVE, 54.61 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, ALONG SAID BASTFRLY LINE PERRIE DRIVE AND THE ARC OF A CURVE, CONVEX 11) THE EAST AND HAVING A RAILUS OF 872.43 FEET, AN ARC DISTANCE OF 37.03 FEET TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO SAID WEST LINE OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER FROM A POINT IN SAID WEST LINE THAT IS 476.70 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTH THREE QUARTERS OF THE WEST HALF OF THE EAST HALF OF THE NOITHWEST QUARTER THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID PERPENDICULAR LINE, 36.96 FRET TO A POINT IN THE EAST LINE OF SAID SOUTH THREE QUARTERS OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 04 MINUTES WEST (NORTH 00 DEGREES 04 MINUTES 21 SECONDS WEST MEASURED), ALONG LAST SAID HAST LINE, 612.93 FRET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS;

SAID PART BEING DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE FLST LINE OF SAID SOUTH THREE QUARTERS, 920.00 FEET SOUTH OF THE NORTHEAST CORNER THELEOF; THENCE SOUTH 69 DEGREES 56 MINUTES WEST (69 DEGREES 55 MINUTES 34 SECONDS WEST MEASURED), 25 FEET; THENCE NORTH 49 DEGREES 30 MINUTES WEST (NORTH 49 DEGREES 30 MINUTES 27 SECONDS WEST MEASURED), 90.00 FEET; THENCE NORTH 87 DEGREES 20 MINUTES 40 SECONDS WEST (NORTH 87 DEGREES 21 MINUTES 07 SECONDS WEST MEASURED) 291.17 FEET: THENCE SOUTH 02 DEGREES 38 MINUTES 53 SECONDS WEST, 8.87 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 22 DEGREES 10 MINUTES 16 SECONDS EAST, 205.33 FEET; THENCE SOUTH 67 DEGREES 49 MINUTES 44 SECONDS WEST, 77.67 FEET; THENCE NORTH 22 DEGREES 10 MINUTES 16 SECONDS EAST, 77.67 FEET; THENCE NORTH 67 DEGREES 49 MINUTES 44 SECONDS EAST, 77.67 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY. ILLINOIS.