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RECORDATION REQUESTED BY:

MARQUETTE BANK
Corporate Center
10000 West 151st Street
Orland Park, IL 60462



Doc#: 0811205202 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/21/2008 12:32 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

MARQUETTE BANK
Corporate Center
10000 West 151st Street
Orland Park, IL 60462

8384711 | 150-0P

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

K.Hamb, Credit Administrator Dept.
MARQUETTE BANK
10000 West 151st Street
Orland Park, IL 60462

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 7, 2008, is made and executed between Marquette Bank, not personally but as Trustee under the Trust Agreement dated December 31, 1986 and known as Trust No. 11519, whose address is 6155 S. Pulaski Road, Chicago, IL 60629 (referred to below as "Grantor") and MARQUETTE BANK, whose address is 10000 West 151st Street, Orland Park, IL 60462 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 13, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the office of the Cook County Recorder of Deeds as Document No. 0430806067 on November 3, 2004.

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

Lot 80 in James S. Rees' Subdivision of Block 42 in Canal Trustees Subdivision in Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 1810 N. Cleveland, Chicago, IL 60614. The Real Property tax identification number is 14-33-309-038-0000.

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

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$9,000,000.00.

This Modification increases the amount of the initial Promissory Note referenced in the original mortgage from \$3,000,000.00. to \$3,500,000.00.

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

BOX 334 CTI

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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.

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 7, 2008.

GRANTOR:**TRUST NO. 11519 HELD BY MARQUETTE BANK**

dtd: 12/31/86

MARQUETTE BANK and known as Trust No. 11519 held by Marquette Bank. and not personally

By: Joyce A. Madsen Land Trust Officer of Marquette Bank

Attest: Lorraine Lachowicz, Assistant/Secretary of Marquette Bank

LENDER:**MARQUETTE BANK**

X [Signature]
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

TRUST ACKNOWLEDGMENT

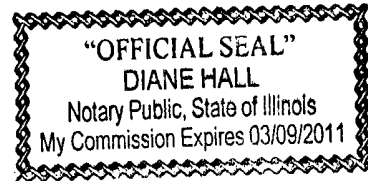
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 15th day of April, 2008 before me, the undersigned Notary Public, personally appeared Joyce A. Madsen, Land Trust Officer of Marquette Bank, Trustee of Trust No. 11519 held by Marquette Bank and Lorriane Lachowicz, Assistant/Secretary of Marquette Bank, Trustee of Trust No. 11519 held by Marquette Bank, and known to me to be authorized trustees or agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Diane Hall Residing at Orland Park

Notary Public in and for the State of Illinois

My commission expires 3-9-11



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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

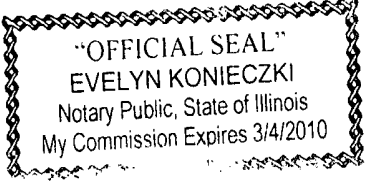
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 17th day of April, 2008 before me, the undersigned Notary Public, personally appeared Mark Basik and known to me to be the Vice President, authorized agent for **MARQUETTE BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MARQUETTE BANK**, duly authorized by **MARQUETTE BANK** 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 in fact executed this said instrument on behalf of **MARQUETTE BANK**.

By Evelyn Konieczki Residing at Alsip

Notary Public in and for the State of Illinois

My commission expires 3-4-10



Cook County Clerk's Office

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This document is executed by MARQUETTE BANK, not personally but as Trustee under Trust No. 11519 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 by and between the parties hereto anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, 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 MARQUETTE BANK, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

County Clerk's Office