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Doc#: 0811433165 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/23/2008 02:37 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Beverly Bank & Trust
Company N.A.
10258 S. Western Avenue
Chicago, IL 60643

This Modification of Mortgage prepared by:

Cara Winchell, Loan Administrator
Beverly Bank & Trust Company N.A.
10258 S. Western Avenue
Chicago, IL 60643

8114-0085
BLL 102

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 5, 2005, is made and executed between Wayne Hummer Trust Company, not personally but as Trustee on behalf of Wayne Hummer Land Trust Company under Trust Agreement BEV-1972 (referred to below as "Grantor") and Beverly Bank & Trust Company N.A., whose address is 10258 S. Western Avenue, Chicago, IL 60643 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 24, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

April 12, 2005 as document number 0510233147 and Assignment of Rents dated March 24, 2005 and recorded April 12, 2005 as document number 05102333148 with the Cook County Recorder of Deeds.

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

LOT 27 IN BLOCK 12 IN IRONWORKER'S ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF PART OF THE SOUTH FRACTIONAL 1/2 OF FRACTIONAL SECTION 8, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 10355 S. Avenue M, Chicago, IL 60617. The Real Property tax identification number is 26-08-312-022-0000.

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

THE MATURITY DATE OF THIS MORTGAGE IS HEREBY DELETED.

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

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Loan No: 470002056-1

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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 NOVEMBER 5, 2005.

GRANTOR:

**WAYNE HUMMER LAND TRUST COMPANY UNDER TRUST AGREEMENT
BEV-1972**

**WAYNE HUMMER TRUST COMPANY and known as Wayne Hummer Land
Trust Company under Trust Agreement BEV-1972.**

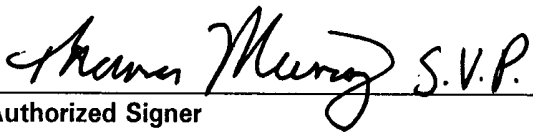
By:


Linda J. Pitrowski, Assistant Vice President of Wayne Hummer
Trust Company

LENDER:

BEVERLY BANK & TRUST COMPANY 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, undertaking 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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TRUST ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 15th day of APRIL, 2008 before me, the undersigned Notary Public, personally appeared **Linda J. Pitrowski, Assistant Vice President of Wayne Hummer Trust Company, Trustee of Wayne Hummer Land Trust Company under Trust Agreement BEV-1972**, 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 Cara Winchell Residing at Beverly Bank & Trust Company, N.A.

Notary Public in and for the State of IL

My commission expires 6/16/08



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LENDER ACKNOWLEDGMENT

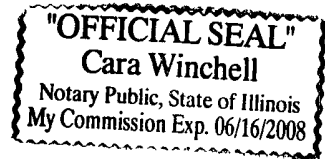
STATE OF IL)
) SS
 COUNTY OF COOK)

On this 15 day of APRIL, 08 before me, the undersigned Notary Public, personally appeared TOM MUNOZ and known to me to be the SVP, authorized agent for **Beverly Bank & Trust Company N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Beverly Bank & Trust Company N.A.**, duly authorized by **Beverly Bank & Trust Company N.A.** 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 **Beverly Bank & Trust Company N.A.**

By Cara Winchell Residing at Beverly Bank & Trust Company, N.A.

Notary Public in and for the State of IL

My commission expires 6/16/08



COOK County Clerk's Office