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RECORDATION REQUESTED BY:

NATIONAL BANK OF
COMMERCE
5500 ST. CHARLES ROAD
BERKELEY, IL 60163



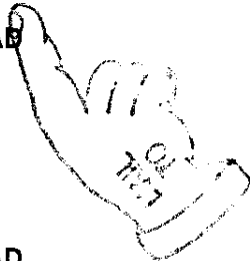
Doc#: 0813609039 Fee: \$46.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/15/2008 09:45 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:

NATIONAL BANK OF
COMMERCE
5500 ST. CHARLES ROAD
BERKELEY, IL 60163

SEND TAX NOTICES TO:

NATIONAL BANK OF
COMMERCE
5500 ST. CHARLES ROAD
BERKELEY, IL 60163



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Diane F. Presco
NATIONAL BANK OF COMMERCE
5500 ST. CHARLES ROAD
BERKELEY, IL 60163

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 1, 2007, is made and executed between North Star Trust Company, not personally but as Successor Trustee to National Bank of Commerce, as Trustee, under Trust Agreement No. 9923 dated August 12, 1991, whose address is 500 West Madison, Ste 3150, Chicago, IL 60661 (referred to below as "Grantor") and NATIONAL BANK OF COMMERCE, whose address is 5500 ST. CHARLES ROAD, BERKELEY, IL 60163 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 6, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Document No. 0405235100 recorded March 2, 2004.

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 if fully set forth herein.

The Real Property or its address is commonly known as 9328-30 Franklin Avenue, Franklin Park, IL 60131. The Real Property tax identification number is 12-27-111-032-0000

12-27-111-039-0000

12-27-111-043-0000

12-27-111-044-0000

12-27-111-045-0000

12-27-111-046-0000

12-27-111-007-0000.

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

Cross-Collateralization language added to Mortgage; Increase Mortgage Amount to \$500,000.00.

SV
ML
P
B
BT.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 372136109

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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 parties, makers and endorser 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.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 1, 2007.

GRANTOR:

NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO NATIONAL BANK OF COMMERCE, AS TRUST NO. 9923, and not personally.

By: Silvia Medina Ortiz
Authorized Signer for North Star Trust Company

LENDER:

NATIONAL BANK OF COMMERCE

X [Signature]
Authorized Signer

This Document is signed by NORTHSTAR TRUST COMPANY not individually but solely as Trustee under certain Trust Agreement known as Trust No. 9923. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any trust property which may be held thereunder, and said trustee shall not be personally liable for the performance of any of these terms and conditions of this Document or for the validity or condition of the title of said property or for any Document with respect thereto. Any and all personal liability of NORTH STAR TRUST COMPANY is hereby expressly waived by the parties hereto and their respective successors and assigns.

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 372136109

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TRUST ACKNOWLEDGMENT

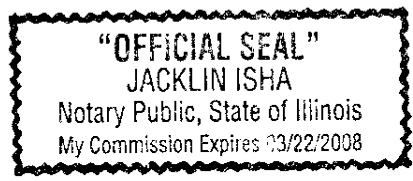
STATE OF ILLINOIS)
)
) SS
 COUNTY OF COOK)

On this 13TH day of DECEMBER, 2007 before me, the undersigned Notary Public, personally appeared SILVIA MEDINA AND MARITZA CASTILLO, Trust Officers of North Star Trust Company 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 [Signature] Residing at CHICAGO, IL

Notary Public in and for the State of ILLINOIS

My commission expires _____



CLERK OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 372136109

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LENDER ACKNOWLEDGMENT

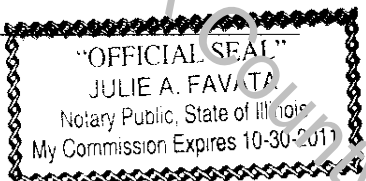
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for **NATIONAL BANK OF COMMERCE** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **NATIONAL BANK OF COMMERCE**, duly authorized by **NATIONAL BANK OF COMMERCE** 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 **NATIONAL BANK OF COMMERCE**.

By Julie A. Favata Residing at _____

Notary Public in and for the State of _____

My commission expires _____



Clerk's Office

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STREET ADDRESS: 9328-30 FRANKLIN AVE.

CITY: FRANKLIN PARK

COUNTY: COOK

EXHIBIT A

TAX NUMBER: 12-27-111-032-0000

LEGAL DESCRIPTION:**PARCEL 1:**

THAT PART OF THE EAST 26.75 CHAINS OF FRACTIONAL SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, COMMENCING AT A POINT OF THE NORTHERLY BOUNDARY OF LINE OF WEEKS' SUBDIVISION OF PART OF LOTS 1, 2, 3, 4, 10 AND 11 IN RIVER PARK, 55.09 FEET EAST OF ITS INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG SAID NORTH LINE TO A POINT 50 FEET WEST OF ITS INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND WISCONSIN RAILROAD; THENCE NORTHWESTERLY TO A POINT ON THE SOUTHERLY LINE OF THE CHICAGO AND PACIFIC RAILROAD, 175 FEET NORTHWESTERLY OF ITS INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND WISCONSIN RAILROAD; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND PACIFIC RAILROAD TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER TO A POINT 23.56 FEET NORTH OF ITS INTERSECTION WITH THE NORTHERLY BOUNDARY LINE OF WEEKS' SUBDIVISION AFORESAID; THENCE SOUTHEASTERLY TO THE PLACE OF BEGINNING, EXCEPT THAT PART OF THE ABOVE DESCRIBED TRACT OF LAND WHICH IS DESCRIBED AS FOLLOWS: THAT PART OF THE EAST 26.75 CHAINS OF FRACTIONAL SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, COMMENCING AT A POINT AS THE NORTHERLY BOUNDARY LINE OF WEEKS' SUBDIVISION OF PART OF LOTS 1, 2, 3, 4, 10 AND 11 IN RIVER PARK, 55.09 FEET EAST OF ITS INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 27 AFORESAID; THENCE EAST ALONG SAID NORTH LINE ALONG SAID NORTHERLY BOUNDARY LINE OF WEEKS' SUBDIVISION 75.5 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 27 AFORESAID TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE CHICAGO AND PACIFIC RAILROAD; THENCE NORTHWESTERLY ALONG THE SAID SOUTHWEST LINE OF THE CHICAGO AND PACIFIC RAILROAD TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 27 AFORESAID; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 27 AFORESAID TO A POINT 23.56 FEET NORTH OF ITS INTERSECTION WITH THE NORTHERLY BOUNDARY LINE OF WEEKS' SUBDIVISION AFORESAID; THENCE ALONG A STRAIGHT LINE IN A SOUTHEASTERLY DIRECTION TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

PRBEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THE CHICAGO AND PACIFIC RAILROAD AND THE INTERSECTION WITH A LINE 130.59 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 65 DEGREES 37 MINUTES 37 SECONDS EAST (ASSUMED) ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 185.77 FEET; THENCE SOUTH 44 DEGREES 37 MINUTES 49 SECONDS EAST, A DISTANCE OF 170.95 FEET TO THE NORTH LINE OF LEYDEN BULDER RESUBDIVISION OF PART OF LOT "Y" AND THE WEST 1/2 OF VACATED LOMBARD AVENUE LYING WEST OF ADJOINING SAID LOT "Y" OF WEEKS AND FRANKLIN SUBDIVISION RECORDED AUGUST 25, 1961 AS DOCUMENT 19253411; THENCE NORTH 88 DEGREES 52 MINUTES 52 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 61.92 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 689.40 FEET AND A CENTRAL ANGLE OF 19 DEGREES 11 MINUTES 53 SECONDS; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, FROM WHICH THE LOCAL TANGENT AT THE BEGINNING POINT BEARS NORTH 39 DEGREES 58 MINUTES 14 SECONDS WEST, A DISTANCE OF 231.00 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 49 DEGREES 34 MINUTES 11 SECONDS WEST, A DISTANCE OF 229.92 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 63 DEGREES 34 MINUTES 47 SECONDS WEST, A DISTANCE OF 59.58 FEET TO A POINT ON SAID PARALLEL LINE; THENCE NORTH 00 DEGREES 58 MINUTES 20 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 21.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT "V" (EXCEPT THE WEST 75.50 FEET AS MEASURED ALONG THE NORTH LINE THEREOF) IN WEEKS' AND FRANKLIN'S SUBDIVISION OF PART OF RIVER PARK IN THE NORTH HALF OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AUGUST 28, 1894 AS DOCUMENT 2093730, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

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EXHIBIT A

ALL THAT PART OF LOT "W" LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF FRANKLIN AVENUE AS SHOWN ON PLAT OF DEDICATION RECORDED AS DOCUMENT 12249206, WHICH LIES EAST OF THE EAST LINE OF THE WEST 75.50 FEET (AS MEASURED ALONG THE NORTH LINE) OF SAID LOT "V" EXTENDED SOUTH OF WEEKS' AND FRANKLIN'S SUBDIVISION AFORESAID.

PARCEL 4:

THAT PART OF THE WEST 1/2 OF VACATED LOMBARD AVENUE LYING EAST OF AND ADJOINING PARCELS 2 AND 3 AND LYING NORTH OF THE NORTHERLY LINE OF FRANKLIN AVENUE AFORESAID.

PARCEL 5:

THE WEST 25 FEET OF LOT 5 IN LAYDEN BUILDERS RESUBDIVISION OF PART OF LOT "Y" AND THE EAST 1/2 OF VACATED LOMBARD AVENUE LYING WEST OF AND ADJOINING LOT "Y" OF WEEKS' AND FRANKLIN'S SUBDIVISION OF PART OF RIVER PARK, IN SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 25, 1961 AS DOCUMENT 18258411, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE EAST HALF (EXCEPT THE EAST 8 FEET OF THE EAST HALF) OF VACATED LOMBARD AVENUE LYING WEST OF AND ADJOINING LOT "X" IN BLOCK 10 IN WEEKS' AND FRANKLIN'S SUBDIVISION OF BLOCKS 1 TO 4 INCLUSIVE, 10 AND 11 OF RIVER PARK ACCORDING TO PLAT RECORDED AUGUST 28, 1894 IN BOOK 63 OF PLATS, PAGE 33 AS DOCUMENT 2093730 IN SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 7:

LOT "X" AND THE EAST 8 FEET OF THE EAST HALF OF VACATED LOMBARD AVENUE LYING WEST OF AND ADJOINING SAID LOT "X" IN BLOCK 10 IN WEEKS' AND FRANKLIN'S SUBDIVISION OF PART OF BLOCKS 1 TO 4 INCLUSIVE, 10 AND 11 OF RIVER PARK, ACCORDING TO PLAT RECORDED AUGUST 28, 1894 IN BOOK 63 OF PLATS, PAGE 33 AS DOCUMENT 2093730 IN SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THE WEST 8 FEET OF LOT 4 AND LOT 5 (EXCEPT THE WEST 25 FEET THEREOF) IN LAYDEN BUILDERS RESUBDIVISION OF PART OF LOT "Y" AND THE EAST HALF OF VACATED LOMBARD AVENUE LYING WEST OF AND ADJOINING SAID LOT "Y" OF WEEKS' AND FRANKLIN'S SUBDIVISION OF PART OF RIVER PARK IN SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 25, 1961 AS DOCUMENT 18258411, IN COOK COUNTY, ILLINOIS.