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MB Financial Bank, N.A.
Commercial Banking - Lemont
1151 State Street
Lemont, IL 60439



Doc#: 0826603041 Fee: \$44.25 Fugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/22/2008 10:25 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation 6111 N. River Rd. Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
N. SANTIAGO/LN #284347/LR #46612
MB Financial Bank, N.A.
6111 N. RIVER ROAD
ROSEMONT, IL 60018

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated July 25, 2008, is made and executed between NORTH STAR TRUST COMPANY, SUCCESSOR TRUSTEE TO MB FINANCIAL BANK, N.A., NOT PERSONALLY, BUT AS TRUSTEE U/T/A DATED JULY 6, 2001 A/K/A TRUST NO. 2982, whose address is 500 W. MADISON ST., SUITE 3150, CHICAGO, IL 60661 (referred to below as "Grantor") and MB Financial 3ank, N.A., whose address is 1151 State Street, Lemont, IL 60439 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 19, 2002 ('ne "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage dated as of September 19, 2002 (the "Mortgage") executed by Seguin Services ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on November 11, 2002 as document no. 0021236595, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded in the Recorder's Office on November 8, 2002 as document no. 0021236596.

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

PARCEL 1:

LOTS 23 THROUGH 26, INCLUSIVE, IN COLUMBUS PARK, A SUBDIVISION OF BLOCK 4 IN BALDWIN'S SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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MODIFICATION OF MORTGAGE (Continued)

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PARCEL 2:

THAT PART OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 32 AFORESAID; THENCE SOUTH ALONG THE EAST LINE THEREOF 148.88 FEET; THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE, 68.26 FEET; THENCE SOUTH PARALLEL TO SAID EAST LINE, 19.52 FEET TO TEH NORTH FACE OF A 2 STORY BRICK BUILDING; THENCE WEST ALONG SAID NORTH FACE, 68.85 FEET TO THE NORTHWEST CORNER OF SAID 2 STORY BRICK BUILDING, BEING ALSO AN EAST FACE OF A STORY BRICK BUILDING, THENCE STRY SOUTH ALONG SAID EAST FACE, 2.24 FEET TO THE CENTERLINE OF A PARTY WALL BETWEEN SAID 3 STORY BRICK BUILDING TO THE NORTH AND A 1 STROY BRICK BUILDING TO THE SOUTH; THENCE WEST ALONG SAID CENTERLINE OF PARTY WALL, 120.14 FEET TO (H). WEST END THEREOF, BEING A POINT ON BOTH THE WEST FACE OF THE 3 STORY BRICK BUILDING AND ON THE NORTH FACE OF THE 1 STORY BRICK BUILDING TO WEST; THENCE CONTINUING WEST ALONG SAID NORTH FACE OF THE 1 STORY BUILDING, 149.83 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 171.32 FEET TO THE NORTH LINE, 407.08 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 3100 S. CENTRAL AVE., CICERO, IL 60650. The Real Property tax identification number is 16 33 100-010, 16-33-100-011, 16-33-100-012, 16-33-100-013 & 16-32-203-035.

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

The definition of "Note" set forth in the Mortgage is here by amended and restated in its entirety as follows: The word "Note" means, individually and collectively, (i) that certain Promissory Note dated as of July 25, 2008 in the original principal amount of \$1,500,000.00 executed by Borrower and payable to the order of Lender, (ii) that certain Promissory Note dated as of November 1. 2007 in the original principal amount of \$2,500,000.00 executed by Borrower and payable to the order of Lender, (iii) that certain Promissory Note dated as of September 14, 2005 in the original principal amount of \$23 200.00 executed by Borrower and payable to the order of Lender, (iv) that certain Promissory Note dated as of September 19, 2002 in the original principal amount of \$1,000,000.00 executed by Borrower and payable to the order of Lender, all as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of indebtedness secure 1 by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$10,046,400.

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 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, 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 JULY 25, 2008.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 284347 Page 3 **GRANTOR:** NORTH STAR TRUST COMPANY, SUCCESSOR TRUSTEE TO MB FINANCIAL BANK, N.A., NOT PERSONALLY, BUT AS TRUSTEE U/T/A DATED JULY 6, 2001 A/K/A TRUST NO. 2982 LAND TRUST OFFICER LENDER: MB FINANCIAL BANK, N.A. Authorized Signer TRUST ACKNOWLEDGMENT STATE OF Flicois COUNTY OF COCK 27 day of August Public, personally appeared LAND TRUST OFFICER, of NORTH STAR TRUST COMPANY, SUCCESSOR TRUSTEE TO MB FINANCIAL BANK, N.A., NOT PERSONALLY, BUT AS TRUSTEE U/T/A DATED JULY 6, 2001 A/K/A TRUST NO. 2982 , 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. Residing at 6111 10. Proces 12-24 Notary Public in and for the State of My commission expires <u>OF/OI/OS</u> ANNA MOTYKA NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 07/01/2009

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MODIFICATION OF MORTGAGE (Continued)

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	LENDER ACKNOWLEDGMENT	
Public, personally appeared De President, authorized a acknowledged said instrument to the Lender through its board of doath stated that he or she is autorporate seal of said Lender. By Jewer Walley Walle) SS Def August , 2008 before mean and known agent for the Lender that executed the within and be the free and voluntary act and deed of the said irectors or otherwise, for the uses and purposes withorized to execute this said instrument and the Residing at TILIVALLA Residing at TILIVALLA AUDREY M. A NOTARY PUBLIC ST. My Commission Exp. My Commission E	Lender, duly authorized by therein mentioned, and on at the seal affixed is the LSEAL' MONTALTO TATE OF ILLINOIS pires 03/28/2009
	Conti	Organia