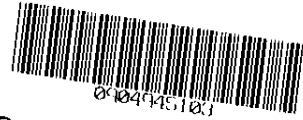


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Doc#: 0904945103 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/18/2009 10:47 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

First Bank
Mount Prospect
2100 South Elmhurst Road
Mount Prospect, IL 60056

WHEN RECORDED MAIL TO:

FIRST BANK
ATTN: DOCUMENT
SERVICES
560 ANGLUM ROAD
HAZELWOOD, MO 63042

FOR RECORDER'S USE ONLY



This Modification of Mortgage prepared by:

Marie Jannings, Loan Documentation Specialist
First Bank
P.O. Box 790269
St. Louis, MO 63179-0269

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 5, 2008, is made and executed between Chicago Land Title Trust Company, successor trustee to Fifth Third Bank, successor to Old Kent Bank, successor to Pinnacle Bank, successor to First National Bank of Cicero, not personally, but as Trustee on behalf of Trust Number 9461 (referred to below as "Grantor") and First Bank, whose address is 2100 South Elmhurst Road, Mount Prospect, IL 60056 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 29, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on January 14, 1998 as Document #98036842.

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

See Addendum "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 3.76 acres near the intersection of 127th Street and Cicero Avenue, Alsip, IL 60804. The Real Property tax identification number is 24-34-103-033 - Affects Parcel 1;

- 24-34-103-007 - Affects Parcel 2 and other property;
- 24-34-103-008 - Affects Parcel 3 and other property;
- 24-34-104-005 - Affects Lot 5 in Parcel 4 and other property;
- 24-34-104-006 - Affects Lot 6 in Parcel 4 and other property;
- 24-34-104-007 - Affects Lot 7 in Parcel 4 and other property;
- 24-34-104-008 - Affects Lot 8 in Parcel 4 and other property;
- 24-34-103-006 - Affects Parcel 5;
- 24-34-104-016 - Affects Parcel 6;
- 24-34-103-020 - Affects Lot 25 in Parcel 7 and other property;

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MODIFICATION OF MORTGAGE

Loan No: 979050000834

(Continued)

Page 2

- 24-34-103-019 - Affects Lot 26 in Parcel 7 and other property;
- 24-34-103-018 - Affects Lot 27 in Parcel 8;
- 24-34-103-017 - Affects Lot 28 in Parcel 8;
- 24-34-104-002 - Affects Lot 1 in Parcel 9;
- 24-34-104-001 - Affects Lot 2 in Parcel 9;
- 24-34-104-003 - Affects Lot 3 in Parcel 9; and
- 24-34-104-004 - Affects Lot 4 in Parcel 9.

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

Extend maturity date from December 5, 2008 to March 31, 2009 .

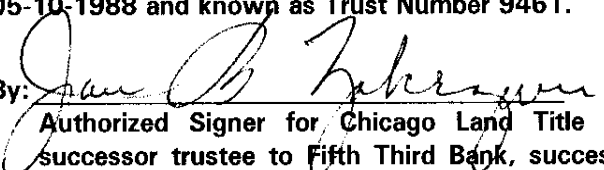
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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, 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 DECEMBER 5, 2008.

GRANTOR:

TRUST NUMBER 9461

CHICAGO LAND TITLE TRUST COMPANY, SUCCESSOR TRUSTEE TO FIFTH THIRD BANK, SUCCESSOR TO OLD KENT BANK, SUCCESSOR TO PINNACLE BANK, SUCCESSOR TO FIRST NATIONAL BANK OF CICERO, not personally but as Trustee under that certain trust agreement dated 05-10-1988 and known as Trust Number 9461.

By: 
Authorized Signer for Chicago Land Title Trust Company, successor trustee to Fifth Third Bank, successor to Old Kent Bank, successor to Pinnacle Bank, successor to First National Bank of Cicero
JANE B. ZAKRZEWSKI
 Trust Officer

This instrument is executed by the undersigned Trustee, not personally but solely as Trustee in the exercise of the powers vested in and vested in it as such trustee. It is expressly understood that the undersigned Trustee, in executing this instrument, does so as a fiduciary and is not personally liable therefor. The execution of this instrument by the undersigned Trustee is not a covenant, undertaking or agreement of the Trustee in this instrument.

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MODIFICATION OF MORTGAGE

Loan No: 979050000834

(Continued)

Page 4

LENDER ACKNOWLEDGMENT



STATE OF Illinois)

)

) SS

COUNTY OF Lake)

)

On this 30th day of January, 2009 before me, the undersigned Notary Public, personally appeared James Brunna and known to me to be the Vice President, authorized agent for **First Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Bank**, duly authorized by **First 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 **First Bank**.

By Margaret W. Griffin Residing at Lake County

Notary Public in and for the State of Illinois

My commission expires 02-11-09

Cook County Clerk's Office

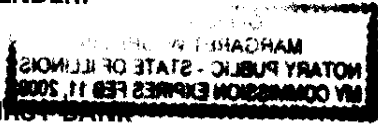
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MODIFICATION OF MORTGAGE

Loan No: 979050000834

(Continued)

LENDER:



FIRST BANK

X 
 Authorized Signer

TRUST ACKNOWLEDGMENT

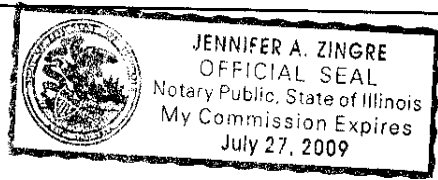
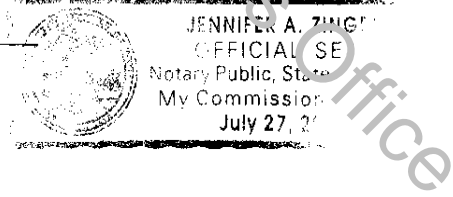
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 30th day of January, 2009, before me, the undersigned Notary Public, personally appeared JANE B. ZAKRZEWSKI, TRUST OFFICER of Chicago Land Title Trust Company, successor trustee to Fifth Third Bank, successor to Old Kent Bank, successor to Pinnacle Bank, successor to First National Bank of Cicero, Trustee of Trust Number 9461, 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  Residing at Arlington Heights

Notary Public in and for the State of Illinois

My commission expires 7/27/09



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EXHIBIT A

LEGAL DESCRIPTION

5.2 Acres near the intersection of 127th Street & Cicero Ave., Alsip

PARCEL 1:

THOSE PARTS OF LOTS 23 AND 24 IN BLOCK 2 IN ALSIP MANOR SUBDIVISION IN THE VILLAGE OF ALSIP, SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH EASTERLY OF A LINE INTERSECTING THE NORTHERLY BOUNDARY OF SAID LOT 24 AT A DISTANCE OF 33.97 FEET FROM ITS NORTH WEST CORNER AND THE EASTERLY BOUNDARY OF SAID LOT 23 AT A DISTANCE OF 57.08 FEET FROM ITS SOUTH EAST CORNER, IN COOK COUNTY, ILLINOIS
PIN: 24-34-103-032

PARCEL 2:

THAT PART OF LOT 7 IN BLOCK 2 IN ALSIP MANOR SUBDIVISION IN THE VILLAGE OF ALSIP IN SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS LYING NORTHEASTERLY OF A LINE INTERSECTING THE WESTERLY BOUNDARY OF SAID LOT 7, AT A DISTANCE OF 67.26 FEET FROM ITS SOUTH WEST CORNER AND THE SOUTHERLY BOUNDARY OF SAID LOT 7, AT A DISTANCE OF 91.52 FEET FROM ITS SOUTH WEST CORNER, IN COOK COUNTY, ILLINOIS
PIN: 24-34-103-007

PARCEL 3:

THAT PART OF LOT 8 IN BLOCK 2 IN ALSIP MANOR SUBDIVISION IN THE VILLAGE OF ALSIP IN SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS LYING NORTH EASTERLY OF A LINE INTERSECTING THE NORTHERLY BOUNDARY OF SAID LOT 8 AT A DISTANCE OF 91.52 FEET FROM ITS NORTH WEST CORNER AND THE EASTERLY BOUNDARY OF SAID LOT 8 AT A DISTANCE OF 24.67 FEET FROM ITS SOUTH EAST CORNER
PIN: 24-34-103-008

PARCEL 4:

LOTS 5 TO 8, BOTH INCLUSIVE, IN BLOCK 1 IN ALSIP MANOR, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1946 AS DOCUMENT 13836063 IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART OF LOT 8 CONVEYED TO ILLINOIS TOLL HIGHWAY COMMISSION)
PIN: 24-34-104-005; 24-34-104-006; 24-34-104-007; 24-34-104-008

PARCEL 5:

LOT 6 IN BLOCK 2 IN ALSIP MANOR A SUBDIVISION IN THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
PIN: 24-34-103-006

PARCEL 6:

THAT PART OF LOT 9 IN BLOCK 1 IN ALSIP MANOR SUBDIVISION IN THE VILLAGE OF ALSIP IN SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS LYING EASTERLY OF A LINE INTERSECTING THE NORTHERLY BOUNDARY OF SAID LOT 9 AT A DISTANCE OF 11.48 FEET FROM ITS NORTH WEST CORNER AND THE SOUTHERLY BOUNDARY OF SAID LOT 9 AT A DISTANCE OF 113.23 FEET FROM ITS SOUTH WEST CORNER, IN COOK COUNTY, ILLINOIS
PIN: 24-34-104-016

PARCEL 7:

LOT 25 (EXCEPT THAT PART THEREOF LYING SOUTH OF A LINE INTERSECTING THE WESTERLY BOUNDARY OF SAID LOT 25 AT A DISTANCE OF 24.67 FEET FROM THE SOUTH WEST CORNER AND THE SOUTHERLY BOUNDARY OF SAID LOT 25 AT A DISTANCE OF 33.57 FEET FROM ITS SOUTH WEST CORNER) AND ALL OF LOT 26 IN BLOCK 2 IN ALSIP MANOR IN THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
PIN: 24-34-103-020

PARCEL 8:

LOTS 27 AND 28 IN BLOCK 2 IN ALSIP MANOR OF THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
PIN: 24-34-103-018; 24-34-103-019

PARCEL 9:

LOTS 1, 2, 3 AND 4 IN BLOCK 1 IN ALSIP MANOR, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1946 AS DOCUMENT 13836063, IN COOK COUNTY, ILLINOIS
PIN: 24-34-104-001; 24-34-104-002; 24-34-104-003; 24-34-104-004