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RECORDATION REQUESTED BY:

Midwest Bank and Trust
Company
Roselle Banking Center
505 N. Roselle
Roselle, IL 60172

Doc#: 0906217060 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/03/2009 10:25 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Midwest Bank and Trust
Company
Roselle Banking Center
505 N. Roselle
Roselle, IL 60172

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

IRIZARRY/CONTI
Midwest Bank and Trust Company
505 N. Roselle
Roselle, IL 60172

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 5, 2008 is made and executed between Midwest Bank and Trust Company, not personally but as Trustee on behalf of Midwest Bank and Trust Company, Trust No. 85-10-4833 dated 10-03-1985, whose address is 1604 W. Colonial Parkway, Inverness, IL 60067 (referred to below as "Grantor") and Midwest Bank and Trust Company, whose address is 505 N. Roselle, Roselle, IL 60172 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 5, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded March 5, 2004 as Document No. 0406542042 in the office of Cook County Recorder of Deeds.

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

LOTS 4 AND 5 IN BLOCK 36 IN RIDGELAND, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7, AND THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 464 N. Austin Blvd., Oak Park, IL 60302. The Real Property tax identification number is 16-08-123-029-0000.

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

The "Note" as defined in the Mortgage, has been replaced with a Promissory Note dated December 5, 2008 in the principal amount of \$902,763.18 payable to Midwest Bank and Trust Company.

This modification reflects that the following paragraph is hereby inserted to the mortgage and is made a part thereof.

S-Y
P-5
M-NB
HP

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Loan No: 8199859069

*(Continued)

Tax and Insurance Reserves

Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rata share of all assessments and other charges, which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Note is executed in connection with this granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in any of the Related Documents shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default as described above.

All other terms and conditions not specifically amended herein; remain unchanged and in full effect.

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.

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Loan No: 8199859069

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:

MIDWEST BANK AND TRUST COMPANY, TRUST NO. 85-10-4833
DATED 10-03-1985

MIDWEST BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 10-03-1985 and known as Midwest Bank and Trust Company, Trust No. 85-10-4833 dated 10-03-1985.

By: James M. DePue, Sr.
Authorized Signer for Midwest Bank and Trust Company

By: Rachel Brewer, W.
Authorized Signer for Midwest Bank and Trust Company

LENDER:

MIDWEST BANK AND TRUST COMPANY

x Matthew J. Smith
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 of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability of 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, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trustee estate for the payment hereof.

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 8199859069

TRUST ACKNOWLEDGMENT

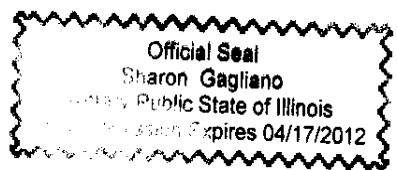
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 29th day of January, 2009 before me, the undersigned Notary Public, personally appeared Michael M. Olden, Trust Officer of Midwest Bank and Trust Company, Trustee of Midwest Bank and Trust Company, Trust No. 85-10-4833 dated 10-03-1985 and Michael J. Breuer, Vice President of Midwest Bank and Trust Company, Trustee of Midwest Bank and Trust Company, Trust No. 85-10-4833 dated 10-03-1985, 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 Sharon Gagliano Residing at 76 Bank

Notary Public in and for the State of Illinois

My commission expires 4-17-2012



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 5th day of December, 2008 before me, the undersigned Notary Public, personally appeared Matthew J. Smith and known to me to be the Commercial Loan Officer, authorized agent for **Midwest Bank and Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Midwest Bank and Trust Company**, duly authorized by **Midwest Bank and Trust Company** 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 **Midwest Bank and Trust Company**.

By Shawnese Carson Residing at _____

Notary Public in and for the State of IL

My commission expires Nov. 15, 2011

