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Doc#: 0910605160 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/16/2009 11:21 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

InBank
Attn: Loan Department
15533 S. Cicero Avenue
Oak Forest, IL 60452

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
ROBERTA MITCHELL (LOAN #0740725-9003, Asst. Vice President
Interstate Bank
15533 S. Cicero Avenue
Oak Forest, IL 60453

MODIFICATION OF MORTGAGE

InBank, F/K/A

THIS MODIFICATION OF MORTGAGE dated October 30, 2005, is made and executed between Interstate Bank, not personally but as Trustee, U/T/A dated 8/28/2003 A/K/A Trust #03-380, whose address is 15533 S. Cicero Avenue, Oak Forest, IL 60453 (referred to below as "Grantor") and InBank, whose address is 1854 W. Division Street, Chicago, IL 60622 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 30, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with the Cook County Recorder on August 22, 2005 as Document No. 0523433045.

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

Lots 1, 2, 3 and 4 (except the West 10 Feet thereof) in Block 4 in Central Park Addition to Chicago, being a Subdivision of that part of the West 1/2 of the Northeast 1/4 of Section 14, 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 3401-07 W. Monroe/110-116 S. Homan, Chicago, IL 60624. The Real Property tax identification number is 16-14-205-020-0000.

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

This Modification of Mortgage is executed for the purpose of increasing existing Interstate Bank Lien Amount to \$1,825,000.00.

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,

BOX 333-CT

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(Continued)**

Loan No: 0240725-9003

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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 OCTOBER 30, 2009

GRANTOR:

INBANK, F/K/A

**INTERSTATE BANK AS TRUSTEE, U/T/A DATED 8/28/2003 A/K/A TRUST
#03-380**

By: 

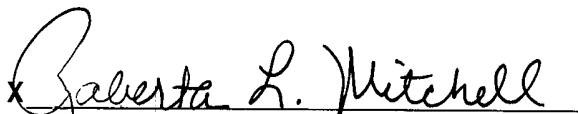
Authorized Signer for Interstate Bank, as Trustee, U/T/A
dated 8/28/2003 A/K/A Trust #03-380 N/K/A InBank
Andrew E. Tinberg, Pres. & Trust Officer

By: 

Authorized Signer for Interstate Bank, as Trustee, U/T/A
dated 8/28/2003 A/K/A Trust #03-380, N/K/A InBank
Tom DeRobertis, Sr. V.P.

LENDER:

INBANK


Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 13th day of November, 2008 before me, the undersigned Notary Public, personally appeared Andrew E. Tinberg, Pres. & Trust Officer of Interstate Bank, as Trustee, U/T/A dated 8/28/2003 A/K/A Trust #03-380 and Tom DeRobertis, Sr. V.P. of Interstate Bank, as Trustee, U/T/A dated 8/28/2003 A/K/A Trust #03-380, 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 Rita F. Walker Residing at Ginley Park, IL

Notary Public in and for the State of Illinois

My commission expires 7-23-10



Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 30th day of October, 2008 before me, the undersigned Notary Public, personally appeared Roberta L. Mitchell and known to me to be the Asst VP, authorized agent for **InBank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **InBank**, duly authorized by **InBank** 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 **InBank**.

By Deborah A Cassata Residing at _____

Notary Public in and for the State of IL

My commission expires 9.14.09

