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RECORDATION REQUESTED BY:

First Suburban National Bank
Maywood Office
150 S. Fifth Avenue
Maywood, IL 60153

**WHEN RECORDED MAIL TO:**

First Suburban National Bank
Maywood Office
150 S. Fifth Avenue
Maywood, IL 60153

Doc#: 0928857035 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/15/2009 01:42 PM Pg: 1 of 5

SEND TAX NOTICES TO:

First Suburban National Bank
Maywood Office
150 S. Fifth Avenue
Maywood, IL 60153

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Rebecca Wanda, Administrative Assistant
First Suburban National Bank
150 S. Fifth Avenue
Maywood, IL 60153

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 22, 2009, is made and executed between First Suburban National Bank, Trustee under Trust Agreement dated July 8, 2005 and known as Trust Number 9907-01 (referred to below as "Grantor") and First Suburban National Bank, whose address is 150 S. Fifth Avenue, Maywood, IL 60153 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 15, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on November 27, 2006 as document number 0633102329 in the Office of the Cook County Recorder of Deeds.

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

A Parcel of land comprising part of the North West 1/4 of Section 29, Township 36 North, Rand 14, lying East of the Third Principal Meridian, being described as follows:

Beginning at an iron pipe 33 feet North of the South Line and 1303.68 feet West of the East Line of said North West 1/4 of Section 29 and running thence North perpendicular to the said South Line of said 1/4 Section, a distance of 460.71 feet to an intersection with the Westerly Line of tract conveyed by Deed Recorded October 24, 1962 as Document Number 18627135; thence Southwesterly along said Westerly Line, a distance of 596.06 feet to the Southwesterly corner of said tract, said Southwesterly corner being 33 feet North of said South Line of the North West 1/4 of Section 29, thence East parallel with said South Line of said Quarter Section, a distance of 378.21 feet to the point of beginning, in Cook County, Illinois.

The Real Property or its address is commonly known as 1400 W. 171st Street, Harvey, IL 60426. The Real Property tax identification number is 29-29-100-007.

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE****(Continued)**

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

Cross Collateralization: In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and 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 Borrower or 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 presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents. All other terms and conditions remain unchanged.

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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

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MODIFICATION OF MORTGAGE

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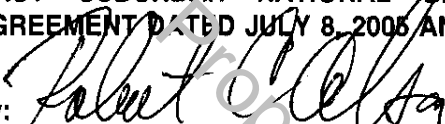
Loan No: 96098555

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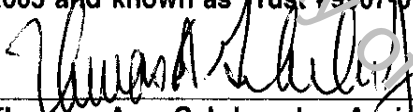
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 22, 2009.

GRANTOR:

FIRST SUBURBAN NATIONAL BANK, TRUSTEE UNDER TRUST AGREEMENT DATED JULY 8, 2005 AND KNOWN AS TRUST #9907-01

By: 

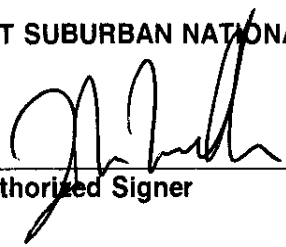
Robert C. Olson, Assistant Trust Officer of First Suburban National Bank, Trustee under Trust Agreement dated July 8, 2005 and known as Trust #9907-01

By: 

Thomas A. Gehrke, Jr., Assistant Trust Officer of First Suburban National Bank, Trustee under Trust Agreement dated July 8, 2005 and known as Trust #9907-01

LENDER:

FIRST SUBURBAN NATIONAL BANK

X 
Authorized Signer

COOK County Clerk's Office

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MODIFICATION OF MORTGAGE

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TRUST ACKNOWLEDGMENT

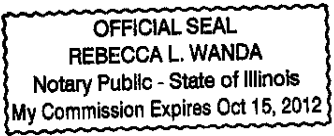
STATE OF IL)
) SS
 COUNTY OF COOK)

On this 6th day of October, 2009 before me, the undersigned Notary Public, personally appeared **Robert C. Olson, Assistant Trust Officer of First Suburban National Bank, Trustee under Trust Agreement dated July 8, 2005 and known as Trust #9907-01 and Thomas A. Gehrke, Jr., Assistant Trust Officer of First Suburban National Bank, Trustee under Trust Agreement dated July 8, 2005 and known as Trust #9907-01**, 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 Rebecca L. Wanda Residing at Cook County

Notary Public in and for the State of IL

My commission expires 10-15-2012



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MODIFICATION OF MORTGAGE

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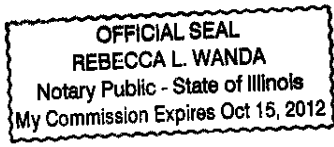
LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 6th day of October, 2009 before me, the undersigned Notary Public, personally appeared John Mueller and known to me to be the Commercial Loan Officer, authorized agent for **First Suburban National Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Suburban National Bank**, duly authorized by **First Suburban National 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 Suburban National Bank**.

By Rebecca L. Wanda Residing at COOK County
 Notary Public in and for the State of IL

My commission expires 10-15-2012



Cook County Clerk's Office