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RECORDATION REQUESTED BY:

MARQUETTE BANK
Corporate Center
10000 West 151st Street
Orland Park, IL 60462



Doc#: 1008122033 Fee: \$48.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/22/2010 09:55 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:

MARQUETTE BANK
Corporate Center
10000 West 151st Street
Orland Park, IL 60462

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
C. Erwin, Credit Administration Dept.
MARQUETTE BANK
10000 West 151st Street
Orland Park, IL 60462

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 5, 2010, is made and executed between Marquette Bank, not personally but as Trustee on behalf of Trust No. 11519 under the Trust Agreement dated December 31, 1986, whose address is 6155 S. Pulaski, Chicago, IL 60629 (referred to below as "Grantor") and **MARQUETTE BANK**, whose address is 10000 West 151st Street, Orland Park, IL 60462 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 15, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the office of the Cook County Recorder of Deeds as Document No. 0010016631 on January 8, 2001.

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

Parcel 1:

Lot 37 and the South 1/2 of Lot 38 in Block 5 in Baxter's Subdivision of the Southwest 1/4 of the Southeast 1/4 of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

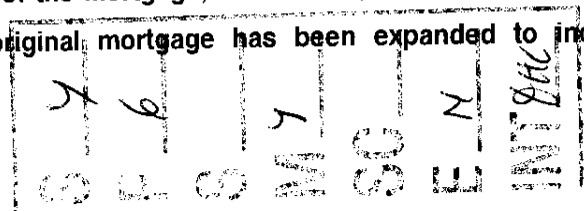
Lot 39 and the North 1/2 of Lot 38 in Block 5 in Baxter's Subdivision of the Southwest 1/4 of the Southeast 1/4 of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 3232-3234 N. Sheffield, Chicago, IL 60657. The Real Property tax identification number is 14-20-424-031-0000 and 14-20-424-032-0000.

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

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$18,320,000.00.

In addition, the term "Note" defined in the original mortgage has been expanded to include the



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MODIFICATION OF MORTGAGE (Continued)

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and E) dated March 16, 2007 in the original principal amount of \$400,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory notes or agreements. The interest rate on Note A) is a fixed interest rate of 8.75% per annum, B) is a fixed interest rate of 6.75% per annum, and E) is a fixed interest rate 7.23% per annum. The interest rate on the Notes C) and D) is a variable interest rate based upon an index. The index currently is 3.25% per annum. Payments on the Notes are to be made in accordance with the repayment schedule as specified on the respective notes. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. **NOTICE:** Under no circumstances shall the interest rate on the Mortgage be more than the maximum rate allowed by applicable law.

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.

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 6, 2010.

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MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 6, 2010.

GRANTOR:

TRUST NO. 11513 UNDER TRUST AGREEMENT DATED DECEMBER 31, 1986

EXCULPATORY LANGUAGE ATTACHED HERETO AND MADE A PART HEREOF

MARQUETTE BANK, not personally but as Trustee under that certain trust agreement dated 12-31-1986 and known as Trust No. 11519 under Trust Agreement dated December 31, 1986.

By: Joyce A. Madsen
Joyce A. Madsen, Land Trust Officer of Marquette Bank

Attest: Daniel Simmons
By: Daniel Simmons, Assistant Secretary of Marquette Bank

LENDER:

MARQUETTE BANK

X Mark Blodgett
Authorized Signer

Property of Cook County Clerk's Office

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This document is executed by MARQUETTE BANK, not personally but as Trustee under Trust No. 11519 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed by and between the parties hereto anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right but solely in the exercise of the powers conferred upon it as such Trustee and that no personal responsibility is assumed by nor shall at any time be asserted or enforceable against MARQUETTE BANK, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any being expressly waived and released.

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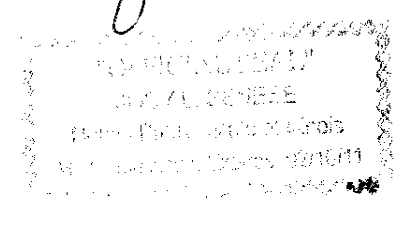
MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 8th day of March, 2010 before me, the undersigned Notary Public, personally appeared Mark Majdecki and known to me to be the Vice President, authorized agent for **MARQUETTE BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MARQUETTE BANK**, duly authorized by **MARQUETTE 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 **MARQUETTE BANK**.

By Jody L Senere Residing at Marquette Bank
 Notary Public in and for the State of Illinois
 My commission expires 2/16/11



Cook County Clerk's Office

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