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RECORDATION REQUESTED BY:

Inland Bank and Trust 2805 Butterfield Road, Suite 200 Oak Brook, IL 60523

WHEN RECORDED MAIL TO:

Inland Bank and Trust 2805 Butterfield Road, Suite 200

Oak Brook, IL 60523



Doc#: 1032008169 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 11/16/2010 03:47 PM Pg: 1 of 4



Fee: \$14.00 Eugene "Gene" Moore Cook County Recorder of Deeds Date: 11/16/2010 03:47 PM Pg: 0

FOR RECORDER'S USE ONLY

This Modification of Mortgage prevared by:

Elva Carrasco Inland Bank and Trust 2805 Butterfield Road Suite 200 Oak Brook, IL 60523



#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 1, 2010, is made and executed between North Star Trust Company, as succesor trustee to Park National, not personally but as Trustee under Trust Agreement dated January 16, 1985 and known as trust #27362, whose address is 500 W Madison Street, Ste 3150, Chicago, IL 60661 (referred to below as "Grantor") and Inland Bank and Trust, whose address is 2805 Butterfield Road, Suite 200, Oak Brook, IL 60523 (referred to below is "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated [et ruary 23, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded May 5, 2004 as Document No. 0412635154; Modification of Mortgage dated February 1, 2005 recorded February 24, 2005 as Document No. 0505526129; Modification of Mortgage dated June 1, 2005 recorded June 23, 2005 as Document No. 0517442336; Modification of Mor gage dated October 26, 2005 recorded January 5, 2006 as Document No. 0600533172; Modification of Morrogage dated May 17, 2006 recorded July 31, 2006 as Document No. 0621243158; Modification of Moragage dated June 1, 2007 recorded July 6, 2007 as Document No. 0718747091; Modification of Mortgage dated April 21, 2008 recorded June 23, 2008 as Document No. 0817542087; and a Modification Mortgage dated May 1, 2009 recorded July 23, 2009 as Document No. 0920457137.

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

LOTS 1, 2 AND 3 IN NAPER'S RESUBDIVISION OF LOTS 2, 3, 4 AND 5 IN SUPERIOR COURT PARTITION OF THE EAST 2/3 OF BLOCK 12 IN THE SUBDIVISION OF THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 20 E Delaware Place, Chicago, IL 60611. The Real Property tax identification number is 17-03-209-012-0000.

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

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#### MODIFICATION OF MORTGAGE (Continued)

The definition of the "Note" as described in the "Mortgage" shall be hereby deleted and substituted by the

Note. The word "Note" means the promissory note dated November 1, 2010, in the original principal amount of \$5,000,000.00 from Grantor to Lender, which is a renewal of a certain promissory note dated May 1, 2009 in the original principal amount of \$5,000,000.00 from Grantor to Lender, which was a renewal of a certain promissory note dated April 21, 2008 in the original principal amount of \$5,000,000.00 from Grantor to Lender, which was a renewal of certain promissory note dated June 1, 2007 in the original principal amount of \$1,450,000.00 from Grantor to Lender, which was a renewal of a certain promissory note dated May 17, 2006 in the original principal amount of \$1,450,000.00 from Grantor to Lei der, which was a renewal of certain promissory note dated October 26, 2005 in the original principal amount of \$1,000,000.00 from Grantor to Lender, which was a renewal of a certain promissory note dated Jure 1, 2005 in the original principal amount of \$750,000.00 from Grantor to Lender, which was a renewal of certain promissory note dated February 1, 2005 in the original principal amount of \$750,000.00 from Grantor to Lender, which was a renewal of certain promissory note dated February 23, 2004 in the original principal amount of \$750,000.00 from Grantor to Lender, together with all renewals of , extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory

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 tris 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 constructs 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 MORICAGE IS DATED NOVEMBER 1, 2010.

**GRANTOR:** 

Loan No: 1642600

following:

note or agreement.

Figure when the first to 27362

See I had Agreement in sweldy made a not not sold had any colonial specific in sweldy made a not not sold in any colonial specific in the see of NORTH STAR TRUST COMPANY TRUST, AS SUCCESOR TRUSTEE TO THE PARK NATIONAL TRUST #27362 PARK NATIONAL TRUST #27362

NORTH STAR TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 01-16-1985 and known as North Star Trust Company Trust, as successor trustee to Park National Trust #27362

Authorized Signer for North Star Trust Company Juanita Chandler

Trust Officer

Maritza Castil

Page 2

North Star Thurst Concern as Successor Trustee

2010 000 E. D. G. 100 F. 100 P.

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### MODIFICATION OF MORTGAGE (Continued)

Loan No: 1642600	(Continued)	Page 3
LENDER:		
INLAND BANK AND TRUST		
X Authorized Signer	, , 	
C/X	TRUST ACKNOWLEDGMENT	
STATE OF TINOIS	O <sub>j</sub> c	
COUNTY OF COOK	) ss )	
On this day Public, personally appeared	of Oldaber 2010 before r	me_the undersigned Notary IO TRUSCOSS North
Star Trust Company, Trustee of #27362, and known to me to be	North Star Trust Company Trust, as succesor true an authorized trustee or agent of the trust that e Modification to be the free and voluntary act	stee to Park National Trust xecuted the Modification of
authority set forth in the trust	documents or, by authority of statute, for the nat he or she is authorized to execute unis Modific	uses and purposes therein
By Smafn D. ?	MC/Language Residing at	
Notary Public in and for the State  My commission expires	OFF SURRAJIN Notary Publ	HUIAL GEA'. NA D. MCK,NEY ic - State of Illinois Expires Jan 24, 2012

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### MODIFICATION OF MORTGAGE (Continued)

Loan No: 1642600	(Continued)	Page 4	
LENDER ACKNOWLEDGMENT			
STATE OF JULINOIS	)		
COUNTY OF WILL	) ss		
COUNTY OF			
On this day expected	of OCTOBER, 2010 before a server that executed the within an	me, the undersigned Notary the A. V. P.	
acknowledged said instrument to authorized by Inland Bank and Ti therein mentioned and on oath s	tated that he of she is authorized to execute the within an one of the properties that the of she is authorized to execute this	iland Bank and Trust, duly for the uses and purposes	
executed this said instrument on the said instrument of the said ins	set all of Inland Bank and Trist. I fair  Residing at (F-) A NIC	POAT IC	
Notary Public in and for the State	ON ILLINGS	o distance se e .	
My commission expiresOFFICIAL SE.	OFFICIAL SI ANITA J FLA AI	SSIG TE OF ILLINOIS	
ANITA J FLAS NOTARY PUBLIC - STATE MY COMMISSION EXPIR	SIG E OF ILLINOIS		
LASER PROLLENDING Ver. 5.53	10.003 Copr. Harland Financial Solutions, Inc.		
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