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RECORDATION REQUESTED BY:

Austin Bank of Chicago
5645 West Lake Street
Chicago, IL 60644



Doc#: 1035047078 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/16/2010 12:18 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Austin Bank of Chicago
5645 West Lake Street
Chicago, IL 60644

SEND TAX NOTICES TO:

Austin Bank of Chicago
5645 West Lake Street
Chicago, IL 60644

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Gail D. Tyson, Documentation Specialist
Austin Bank of Chicago
5645 West Lake Street
Chicago, IL 60644

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 13, 2010, is made and executed between Park National Bank, not personally but as Trustee on behalf of Park National Bank as Successor Trustee to Cosmopolitan Bank and trust as Successor Trustee to Austin Bank of Chicago u/v/a dtd January 18, 2001 and known as Trust No. 7504 (referred to below as "Grantor") and Austin Bank of Chicago, whose address is 5645 West Lake Street, Chicago, IL 60644 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 29, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded on January 22, 2009 in the office of the Cook County Recorder of Deeds as document no. 0902257063.

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

LOT 135 IN BLOCK 11 IN AUSTIN ADDITION TO AUSTINVILLE, BEING A SUBDIVISION OF THE EAST 15 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 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 5819 W. Superior, Chicago, IL 60644. The Real Property tax identification number is 16-08-204009-0000.

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

Principal increase from \$150,000.00 to \$152,000.00 .

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,

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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.

PROHIBITION OF ASSIGNMENTS AND ENCUMBRANCES BY BORROWER. Borrower shall not, without prior written consent of Lender, create, effect, consent to, attempt, contract for, agree to make, suffer or permit any Prohibited Transfer (as defined herein). Any conveyance, sale, assignment, lease, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation, or attempt to do any of the foregoing, of any of the following rights, properties or interests which occurs, in granted, accomplished, attempted or effectuated without Lender's prior written consent shall constitute a "Prohibited Transfer" hereunder:

a) Borrower's interest under the Loan Documents or in the Property, or any part thereof, interest therein or earnings thereon, excepting only sales or other dispositions of collateral no longer useful in connection with the operation of the Property (herein called "obsolete Collateral"), provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by collateral of at least equal value and utility and subject to the liens and security interests of the Loan Documents with the same priority as such liens and security interests in the collateral disposed of;

b) If Borrower, any beneficiary of a trustee borrower, any general partner in a partnership borrower or partnership or joint venture in a joint venture borrower which is a beneficiary of a trustee borrower is a corporation or any owner of substantially all of the stock of such corporation is itself a corporation (other than a corporate trustee or a corporation whose stock is publicly traded on a national securities exchange or on the National Association of Securities Dealer's Automated Quotation System), any shares of capital stock of such corporation; or

c) If Borrower, or any beneficiary of a trustee borrower, is a partnership or joint venture or limited liability company, all or any part of the partnership or joint venture or membership interest, as the case may be, in such partnership, joint venture or limited liability company;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrances or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this paragraph shall not apply (i) to liens in favor of Lender securing the Indebtedness, (ii) to the lien of current taxes and assessments not in default or (iii) transfers of membership interests in Borrower for estate planning purposes to (a) immediate family members, (b) trusts established for the benefit of such member or such immediate family members or (c) entities controlled by such members or such immediate family members.

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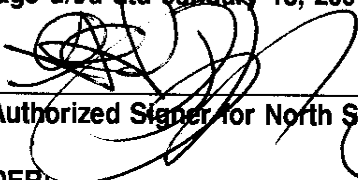

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 13, 2010.

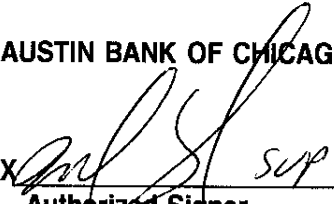
GRANTOR:

NORTH STAR TITLE CO. AS SUCCESSOR TRUSTEE TO PARK NATIONAL BANK AS SUCCESSOR TRUSTEE TO COSMOPOLITAN BANK AND TRUST AS SUCCESSOR TRUSTEE TO AUSTIN BANK OF CHICAGO U/T/A DTD JANUARY 18, 2001 AND KNOWN AS TRUST NO. 7504

NORTH STAR TITLE CO, not personally but as Trustee under that certain trust agreement dated 01-18-2001 and known as North Star Title Co. as Successor Trustee to Park National Bank as Successor Trustee to Cosmopolitan Bank and Trust as Successor Trustee to Austin Bank of Chicago u/t/a dtd January 18, 2001 and known as Trust No. 7504.

By:  
Authorized Signer for North Star Title Co

LENDER:

AUSTIN BANK OF CHICAGO

X _____
Authorized Signer

This Document is signed by NORTHSTAR TRUST COMPANY not individually but solely as Trustee under certain Trust Agreement known as Trust No. 7504. Said Trust Agreement is hereby made a part hereof and any claim against said Trustee which may result from the signing of this Document shall be payable only out of any trust property which may be held thereunder, and said trustee shall not be personally liable for the performance of any of these terms and conditions of this Document or for the validity or condition of the title of said property or for any Document with respect thereto. Any and all personal liability of NORTH STAR TRUST COMPANY is hereby expressly waived by the parties hereto and their respective successors and assigns.

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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)

COUNTY OF COOK) SS

On this 19th day of November, 2010 before me, the undersigned Notary Public, personally appeared Gregory S. Kasprzyk WS, Mariza Castillo Trust Officer of North Star Title Co, Trustee of North Star Title Co. as Successor Trustee to Park National Bank as Successor Trustee to Cosmopolitan Bank and Trust as Successor Trustee to Austin Bank of Chicago u/a dtd January 18, 2001 and known as Trust No. 7504, and known to me to be an authorized trustee or agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Laurel D Thorpe Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires _____



Laurel D Thorpe, Cook County Clerk's Office

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 13th day of October, 2010 before me, the undersigned Notary Public, personally appeared Michael Campanile and known to me to be the SR VP Lending, authorized agent for **Austin Bank of Chicago** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Austin Bank of Chicago**, duly authorized by **Austin Bank of Chicago** 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 **Austin Bank of Chicago**.

By [Signature] Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 6-5-12



Cook County Clerk's Office