

RECORDATION REQUESTED BY:

COLE TAYLOR BANK
5501 W. 79th Street
Burbank, IL 60459

97365745

WHEN RECORDED MAIL TO:

Cole Taylor Bank
5501 West 79th St.
Burbank, IL 60459
ATTN: Lenore Tobin

DEPT-01 RECORDING 833.00
T#0012 TRAM 5195 05/22/97 12:20:00
43493 + CG # - 97 - 365745
COOK COUNTY RECORDER

FP 1609 L

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by: Cole Taylor Bank (Loan Services - CL)
P.O. Box 909743
Chicago, IL 60690-9743

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 11, 1997, BETWEEN James McNaughton Builders, Inc. (Borrower), and Cole Taylor Bank, not personally, but as Trustee under the Trust Agreement dated May 3, 1979 and known as Trust Number 2756 (referred to below as "Grantor"), whose address is 5501 W. 79th Street, Burbank, IL 60459; and COLE TAYLOR BANK (referred to below as "Lender"), whose address is 5501 W. 79th Street, Burbank, IL 60459.

MORTGAGE. Grantor and Lender have entered into a mortgage dated December 31, 1993 (the "Mortgage") recorded in See Exhibit "A-4" County, State of Illinois as follows:

Recorded by the Cook County Recorder of Deeds on July 6, 1994 as document #94-584213, by the Will County Recorder of Deeds on July 5, 1994 as document #94-066425, and by the DuPage County Recorder of Deeds on July 5, 1994 as document #R94-14535, and modified by Modification of Mortgage dated December 31, 1994 recorded by the Cook County Recorder of Deeds on February 27, 1995 as document #95-133849 and recorded by the Dupage County Recorder of Deeds on March 20, 1995 as document #R95-032117 and modified by Modification of Mortgage dated September 13, 1995 recorded by the Cook County Recorder of Deeds on September 27, 1995 as document #95-883024 and recorded by the DuPage County Recorder of Deeds on September 28, 1995 as document #R95-132768, and modified by Modification of Mortgage dated December 4, 1996 recorded by the Cook County Recorder of Deeds on January 21, 1997 as document #97-042732 and recorded by the DuPage County Recorder of Deeds on January 28, 1997 as document #R97-012603

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REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in See Exhibit "A-4" County, State of Illinois:

Exhibit "A" on the original mortgage and Exhibit "A-4" on the Modification of Mortgage dated April 11, 1997

The Real Property or its address is commonly known as See attached Exhibit "A-4", Hinsdale, IL 60521-3564. The Real Property tax identification number is See Attached Exhibit "A-3".

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

The Real Property Description attached as Exhibit "A" to the original mortgage and as modified by the Real Property Description attached as Exhibit "A-1" on 12/31/94, and as modified by the Real Property Description attached as Exhibit "A-2" on 9/13/95, and as modified by the Real Property Description attached as Exhibit "A-3" on 12/4/96 is hereby replaced and substituted by the Real Property Description attached as Exhibit "A-4" which is attached hereto and made a part hereof.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to

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04-11-1987
Loan No 0101

MODIFICATION OF MORTGAGE (Continued)

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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 endorser, 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

James McNaughton Builders, Inc. (Borrower), and Cole Taylor Bank, not personally, but as Trustee under the Trust Agreement dated May 3, 1979 and known as Trust Number 2756

By: [Signature]
Vice-President of _____, its authorized signer(s)

By: [Signature]
TRUST DEECEE, as a rthorized signer(s)

By: [Signature]
and by James McNaughton Builders, Inc., of James McNaughton, its President

LENDER:

COLE TAYLOR BANK

By: [Signature]
Authorized Officer

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CORPORATE ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF DuPage

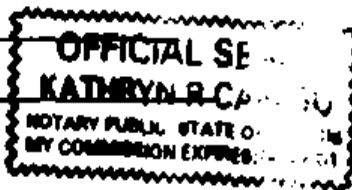
On this 9th day of May, 19 97, before me, the undersigned Notary Public, personally appeared James McNaughton, President of James McNaughton Builders, Inc. and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the document to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this document and in fact executed the Modification of Mortgage on behalf of the corporation.

By _____ Residing at _____

Notary Public in and for the State of Illinois

My commission expires 12/21/01

Kathryn R. [Signature]



CORPORATE ACKNOWLEDGMENT

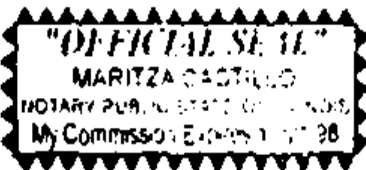
STATE OF Illinois
COUNTY OF Cook

On this 11th day of May, 19 97, before me, the undersigned Notary Public, personally appeared KENNETH E. FIBROT Vice-President & JACQUELINE [Name] TRUST OFFICER and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the document to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this document and in fact executed the document on behalf of the corporation.

By [Signature] Residing at [Address]

Notary Public in and for the State of Illinois

My commission expires 10-21-98



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LENDER ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Cook

On this 9th day of May, 19 97, before me, the undersigned Notary Public, personally appeared David Livingston in person, who is known to me to be the Vice President, authorized agent for Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 for the uses and purposes therein setforth.

[Signature] Residing at 5501 West 79th St., Burbank, IL 60459

Notary Public in and for the State of Illinois

My commission expires 7/22/97



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EXHIBIT A-4
(CONSISTING OF 9 PARCELS)

Lot 14 (except the North 25.0 feet thereof) and the North 37.5 feet of Lot 15 in Block 10 in the subdivision of that part of the West 1/2 of the Southwest 1/4 of Section 6, Township 38 North, Range 12 East of the Third Principal Meridian, lying north of the Chicago, Burlington and Quincy Railroad Company's right of way (except the North 241.56 feet of said West 1/2 of the Southwest 1/4), in Cook County, Illinois.

P.I.N.: 18-06-315-029-0000
PROPERTY: 224 N. Mills, Hinsdale, IL 60521

Lot 13 (except the North 12.5 feet thereof) and the North 25.0 feet of Lot 14 in Block 10 in the subdivision of that part of the West 1/2 of the Southwest 1/4 of Section 6, Township 38 North, Range 12 East of the Third Principal Meridian, lying north of the Chicago, Burlington and Quincy Railroad Company's right of way (except the North 241.56 feet of said West 1/2 of the Southwest 1/4), in Cook County, Illinois.

P.I.N.: 18-06-315-028-0000
PROPERTY: 230 N. Mills, Hinsdale, IL 60521

Lot 12 and the North 12.5 feet of Lot 13 in Block 10 in the subdivision of that part of the West 1/2 of the Southwest 1/4 of Section 6, Township 38 North, Range 12 East of the Third Principal Meridian, lying north of the Chicago, Burlington and Quincy Railroad Company's right of way (except the North 241.56 feet of said West 1/2 of the Southwest 1/4), in Cook County, Illinois.

P.I.N.: 18-06-315-027-0000
PROPERTY: 236 N. Mills, Hinsdale, IL 60521

The North 70 feet of Lot 17 in Hyde Park Hinsdale, a subdivision of the North 1/2 of the South 1/2 of the Southwest 1/4 of Section 12, Township 38 North, Range 11, East of the Third Principal Meridian, (except the West 25.08 acres thereof), according to the plat thereof recorded March 14, 1917, as Document 128521, in DuPage County, Illinois.

P.I.N.: 09-12-316-012
PROPERTY: 836 South Washington, Hinsdale, IL 60521

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EXHIBIT 'A-4' (continued)

Lot 12 in Block 7 in the Woodlands Hinsdale being a subdivision of the Southwest 1/4 of Section 7, Township 38 North, Range 12 East of the Third Principal Meridian (except therefrom the West 1312.4 feet of North 718.2 feet of said Southwest 1/4) in Cook County, Illinois.

P.I.N.: 18-07-303-013-0000
PROPERTY: 736 S. McKinley, Hinsdale, IL 60521

The North 26 feet of Lot 2 in Block 14 in the Town of Hinsdale, being a subdivision of the Northwest 1/4 (except Railroad Lands) of Section 12, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded August 14, 1866 as Document 7738, in DuPage County, Illinois.

P.I.N.: 09-12-133-008
PROPERTY: 30 E. Fifth St., Hinsdale, IL 60521

Lot 44 in Thomas S. Cousin's Subdivision of the Southeast quarter of Section 1, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 12, 1924 as Document 176286 in DuPage County, Illinois.

P.I.N.: 09-01-409-005
PROPERTY: 341 N. Oak, Hinsdale, IL 60521

The South 50 feet of the North 533 feet of the West 178.2 feet of the East 211.2 feet of Out Lot 3 in the Town of Hinsdale, being a Subdivision of the Northwest 1/4 (except railroad lands) of Section 12, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded August 14, 1866 as Document 7738, in DuPage County, Illinois.

P.I.N.: 09-12-113-026
PROPERTY: 440 S. Grant, Hinsdale, IL 60521

The North 15 feet of Lot 44 and all of Lots 45 and 46 in Block 4 of Getchell's Resubdivision of Blocks 1, 2, 3, 4, 11, and 12 (except Lots 1 and 2 in Block 3) of center addition to Hinsdale, in the North 1/2 of the Southwest 1/4 of Section 12, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat of said resubdivision recorded June 22, 1888 as Document 39500, in DuPage County, Illinois

P.I.N.: 09-12-302-002
PROPERTY: 605 S. Grant, Hinsdale, IL 60521

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GENERAL EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein 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 ~~not~~ 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 ~~said~~ Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee 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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