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2002-11-21 14:50:32
Cook County Recorder 30.50

RECORDATION REQUESTED BY:

Harris Bank
Glencoe-Northbrook, N.A.
333 Park Avenue
Glencoe, IL 60022



WHEN RECORDED MAIL TO:

Harris Bank/BLST
Attn: Collateral management
P.O. Box 2880
Chicago, IL 60690-2880

FOR RECORDER'S USE ONLY

7 of 7
see
901022709

This Modification of Mortgage prepared by:

Valerie Jados, Documentation Specialist
Harris Bank/BLST
311 W. Monroe, 14th Floor
Chicago, IL 60606

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 30, 2002, is made and executed between Wienecke Court Associates, LLC, whose address is 325 N. LaSalle Street, Suite 600, Chicago, IL 60610 (referred to below as "Grantor") and Harris Bank Glencoe-Northbrook, N.A., whose address is 333 Park Avenue, Glencoe, IL 60022 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 31, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on October 10, 2000 as Document #00790918 in the Cook County Recorder's Office, as subsequently modified from time to time.

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

THE SOUTHEASTERLY 16 FEET OF LOT 2, LOT 3, LOT 4 (EXCEPTING THE SOUTHERLY 15 FEET OF LOT 4), THE EASTERLY 20 FEET OF LOTS 8, 9, 10 AND 11 AND THE WESTERLY 10 FEET OF LOTS 5, 6 AND 7, ALL IN BLOCK 32 IN GLENCOE, A SUBDIVISION OF PARTS OF SECTIONS 5, 6, 7 AND 8, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINIOS

The Real Property or its address is commonly known as 672-694 Vernon Avenue, Glencoe, IL 60022. The Real Property tax identification number is 05-07-205-014, 015, 016 & 028

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated October 31, 2002 in the original principal amount of \$7,410,000.00 from 70 West Hubbard LLC, 711 W. Jackson LLC, & Wienecke Court Associates, LLC to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) 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 the amount of

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MODIFICATION OF MORTGAGE

(Continued)

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\$7,410,000.00. All other terms and conditions remain the same.

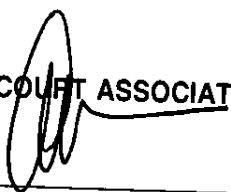
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 hereon 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 ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 30, 2002.

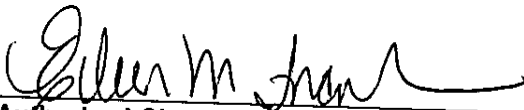
GRANTOR:

WIENECKE COURT ASSOCIATES, LLC

By:


Albert M. Friedman, Manager of Wienecke Court Associates,
LLC

LENDER:

x 
Authorized Signer

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 30th day of September, 2002 before me, the undersigned Notary Public, personally appeared **Albert M. Friedman, Manager of Wienecke Court Associates, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By [Signature] Residing at 2916 North Seeley Ave
Chicago, IL 60618
Notary Public in and for the State of Illinois

My commission expires 

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LENDER ACKNOWLEDGMENT

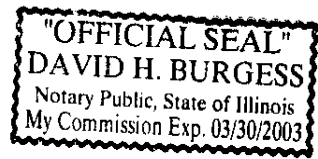
STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 30th day of September, 2002 before me, the undersigned Notary Public, personally appeared Eileen M. Frank and known to me to be the Vice President, authorized agent for the 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 and that the seal affixed is the corporate seal of said Lender.

By David H. Burgess Residing at Norwood, IL

Notary Public in and for the State of Illinois

My commission expires 3/30/03



Cook County Clerk's Office