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Cook County Recorder 27.50

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Prepared By:
ALLEN C. WESOLOWSKI
MARTIN & KARCAZES, LTD.
30 N. LaSalle Street
Suite 4020
Chicago, Illinois 60602

Mail To: NORTH CCMMUNITY BANK 3639 N. Broad way Chicago, IL 60613

LOAN MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made as of this 12th day of February, 2000, by and between 1701 N. MILWAUKEE DEVELOPMENT, L.L.C., an Illinois limited liability company (hereinafter called "Borrower") and MORTH COMMUNITY BANK, an Illinois banking corporation, with an office at 3639 N. Breadway, Chicago, Illinois 60613 (hereinafter called "Lender").

WITNESSETH:

This Agreement is based upon the following recitals:

- A. On August 12, 1998, for full value received, Homower executed and delivered to Lender a Promissory Note in the principal amount of SEVEN MUNDRED EIGHTY FOUR THOUSAND FIVE HUNDRED DOLLARS (\$784,500.00) (hereinafter called the "Note").
- B. Borrower secured the obligations under the Note by granting to Lender a certain Mortgage (hereinafter called the "Mortgage"), dated August 12, 1998, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage was recorded on August 14, 1998 as Document No. 98721788 with the Recorder of Deeds of Cook County, Illinois, covering the property described below:

LOTS 20 TO 29, INCLUSIVE, AND LOTS 45 AND 50 IN BLOCK 5 IN BRADWELL'S ADDITION, A SUBDIVISION OF 17 ACRES IN THE NORTH ½ OF THE SOUTH ½ OF THE SOUTHWEST 1/4, LYING NORTH AND EAST OF THE MILWAUKEE ROAD OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

00259057

PIN: 14-31-322-016-0000 and 14-31-322-031-0000

Common Address: 1701 N. Milwaukee, Chicago, IL 60647

- C. The property described in paragraph B above is hereinafter referred to as the Mortgaged Premises.
- D. The Note is also secured by an Assignment of Leases and Rents on the Mortgaged Premises recorded as Document No. 98721789 (hereinafter called the "Assignment of Rents").
 - Borrower and Lender have agreed to make extend the maturity date of the Note.
 - F. The outstanding principal balance of the Note as of February 12, 2000 is \$784,434.62.
- G. Borrower represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Lender, and such subsequent lienholder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Mortgage, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A"), and that the lien of the Mortgage, as herein modified, is a valid, first and subsisting lien of said Mortgage Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree that the Mortgage and Assignment of Rents are hereby modified as follows:

- 1. Lender and Borrower agree to extend the maturity date of the Note to May 12, 2000.
- 2. All other terms and conditions of the Note, Mortgage and Assignment of Rents shall remain in full force and effect.

In consideration of the modification of the terms of the Note, and the other loan documents identified above by Lender, as hereinabove set forth, Borrower does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note, secured by the Mortgage and Assignment of Rents, as herein modified, and to perform the covenants contained in the aforementioned documents, and Borrower represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid, first and subsisting lien on the Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Note and other loan documents as modified hereby, or the lien created thereby or any other documents executed by Borrower in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Lender under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Renewal Note

and other instruments and documents executed in connection with the subject loan, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

The undersigned hereby authorizes North Community Bank to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

Attest:		NORTH COMMUNITY BANK, Lender:
It	ts AUPSectory	Ronald J. Ludenig Its Vice - President
		1701 N. MILWAUKEE DEVELOPMENT
	0	L.L.C., an Illinois limited liability company
Attest:	of C	By Dearborn Development Corp., an Illino: corporation, its managing member
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	Edna Papa	By: fruit
Its	Secretary	İts President
	· I	C/T/S

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STATE OF ILLINOIS	,				
) SS.				
COUNTY OF COOK)				
I, LOKE aforesaid, do hereby of Ronald L. Udawib to the foregoing instruction of NORTH Cosaid instrument as their delivered in the name corporation for the use	pertify that on the personally knowment and personal COMMUNITY Bur free and voluntate and in behalf of and purposes so and purposes.	own to me to be the ally known to me to be the ally known to me BANK and acknown act and deed, a bef said corporation of the forth.	e same persons whose to be the Assist Prewledged that they sind that the said inst	me, And And N.Kosi se names are subsected and VICE igned and deliver trument was signed voluntary act of	ecand cribed <u>Presi</u> dent ed the ed and
"OFFICIAL S LORI EAN Notary Public, 1 tat My Commission Expires	LEY te of Illinois		Mu G. 1 Notary Public	Sacly	
State of Illinois))_			
County of Cook) ss.)	4			
certify that	MAG M6	THER	l county, in the afo		
foregoing instrument Development Corp., a Development, L.L.C., a delivered the said instruction as rand purposes therein so	as the President an Illinois corporate appeared before mument as their own managing members.	dent and oration, the Man ne this day in personn free and volumers.	naging Member of son and acknowledgentary act, and as the	of Dea f 1701 N. Milw ged that they sign e free and volunta	arborn aukee ed and ary act
Given u	ınder my hand an	nd notarial seal th	ni&] S d ay of Mar	ch, 2000	
			9 (mas)	Apon O	
			NOTARY PUBLIC.	PAGAN GTATE OF ILLINOIS EXPRES: 11/20/03	,