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Doc#: 0332242042 Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 11/18/2003 07:53 AM Pg: 1 of 4

WHEN RECORDED MAIL TO: LABE BANK 4343 N. ELSTON AVE. CHICAGO, IL 60641

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Virginia Garcia LABE BANK 4343 N. ELSTON AVE. CHICAGO, IL 60641 Loan 0112003648

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 17, 2003, is made and executed between 814 Properties, LLC., an Illinois limited liability company (referred to below as "Grantor") and LABE BANK, whose address is 4343 N. ELSTON AVE., CHICAGO, IL 60641 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated way 10, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Constuction Mortgage and Assignment of Rents recorded in Cook County Recorder Office of Deeds as document number 0020639485 / 0020639486.

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

LOTS 7 AND 8 IN LEWIS AND BARNES' SUBDIVISION OF BLOCK 13 IN SALISBUAY S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, FLANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNY, ILLINOIS.

The Real Property or its address is commonly known as 842 N. Massassoit, Chicago, IL 60651. The Real Property tax identification number is 16-05-428-025-0000

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

Increase mortgage from \$450,000.00 and \$600,000.00 and to extend the Maturity of the Note.

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



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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.

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 17, 2003.

GRANTOR:

814 PROPERTIES, LLC., AN LLINOIS LIMITED LIABILITY COMPANY

Properties, LLC., an Manager cr 814 LAURIE M. KLEIN,

Illinois limited liability company

William & Sola

LENDER:

Authorized Signer

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Page 3 (Continued) Loan No: 0112003648 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT) SS __ before me, the undersigned Notary Public, personally appeared LAURIE M. KLEIN, Manager of 814 Properties, LLC., an Illinois limited liability company, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgag 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 impdification on behalf of the limited liability company. Residing at _____ By_ Notary Public in and for the State of My commission expires _ -16/4's Office 11515151515151515055555

'OFFICIAL SEAL' LINDA M. RUDOLPH Notary Public, State of Illinois My Commission Expires 08/09/04

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Page 4 (Continued) Loan No: 0112003648 LENDER ACKNOWLEDGMENT STATE OF) SS **COUNTY OF** before me, the undersigned Notary On this and known to me to be the Public, personally app ared_ prescleet, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrumant to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board or 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 Lerider. Residing at By_ Notary Public in and for the State of Official Seal My commission expires Virginia Garcia Notary Public State of Illinois My Commission Expires 04/02/05 Pura. PS\CFRLPL\G201.FC TR-3334 PR-ADJ LASER PRO Lending, Ver. 5.22.20 003. Copr. Harland Financial Solutions, Inc. 1997, 2003. All Rights Res