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RECORDATION REQUESTED BY:

MB Financial Bank, N.A., successor in interest to Manufacturers Bank Commercial Banking - Sr. Relationship Mgmt. 1200 N. Ashland Avenue Chicago, IL 60622



Doc#: 0400601599

Eugene "Gene" Moore Fee: \$34.00 Cook County Recorder of Deeds Date: 01/06/2004 11:22 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation 1200 N. Ash'and Avenue Chicago, IL 606/22

#111449

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

, Tarry London - #8914 MB Financial Bank, N.A. 1200 N. Ashland Avenue Chicago, IL £0€22



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 30, 2003, is made and executed between Kostner Street LLC, whose address is 1030 W. North Avenue, Chicago, IL 60622-2553 (reforred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to Manufacturers Bank, whose address is 1200 N. Ashland Avenue, Chicago, IL 60622 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 30, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded on September 25, 2002 as document numbers 0021050753 and 0021050754; further modified by a Modification of Mortgage recorded September 2, 2003 as document no.0324533217; further modified by a Modification of Mortgage recorded October 20, 2003 as document no. 0329320013.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1334 North Kostner, Chicago, IL 60651-1604. The Real Property tax identification number is 16-03-105-020-0000, 16-03-105-022-0000, 16-03-106-018-0000 and 16-03-106-018-0000

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 111449

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

The maturity date is hereby extended to June 30, 2004. All other terms and provisions of the Loan Documents remain in full force and effect.

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 viriting. 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 pelow 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 TERMIS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 30, HIS OFFICE 2003.

GRANTOR:

KOSTNER STREET LLC

Lloyd Stein

Jordan Stein

LENDER:

Aumorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 111449 Page 3 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF)) SS **COUNTY OF**) day of Joan , <u>Jos 3</u> before me, the undersigned Notary Public, personally appeared Lloyd Stein, ; Jordan Stein, of Kostner Street LLC, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited limits live company. Residing at 1200 Notary Public in and for the State of My commission expires SANDRA L. BISKE NOTARY PUBLIC STATE OF ILLINOIS My Commission Express 19/04/2006 -76/4'S OFFICO

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 111449	(Continued)	Page 4
	LENDER ACKNOWLEDGMENT	
, aut or in acknowledged said instrumers the Lender through its board oath stated that he or she corporate seal of said Lender. By	Residing at 1281 /V/HS State of	SEAL" BISKE TE OF ILLINOIS Tres 11/04/2006

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EXHIBIT "A"

Legal Description

PARCEL 1:

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P. Cont

THE NORTH 248 FEET OF THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH RANGE 13 EAST O' THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, R. NGF 13, EAST OF THE EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 300 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 WITH A STRAIGHT LINE DRAWN FROM A POINT ON SAID EAST LINE OF THE WEST 300 FEET WHICH IS 686.25 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 WHICH IS 685.15 FEET SOUTH OF THE NORTHEAST CORNER THEREOF AND RUNNING THENCE EAST ALDING THE ABOVE MENTIONED STRAIGHT LINE A DISTANCE OF 393.47 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 640.48 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 640.48 FEET A DISTANCE OF 634.91 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 394.72 FEET TO ITS INTERSECTION WITH SAID EAST LINE OF THE WEST 300 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; AND THENCE NORTH ALONG SAID EAST LINE OF THE WEST 300 FEET A DISTANCE OF 635.35 FEET TO THE POINT OF BEGINNING; (EXCEPT THAT PART USED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY FOR A SWITCH TRACK, BEGINNING AT THE SOUTHEAST CORNER OF SAID PREMISES HEREINBEFORE CONVEYED AND RUNNING THENCE NORTHWESTERLY IN AN ARC TO A POINT WHERE THE SOUTHERLY LINE OF SUCH SWITCH TRACK PROPERTY MEETS THE WEST LINE OF SAID PREMISES HEREINBEFORE CONVEYED AT A POINT 256.92 FEET NORTH OF THE SOUTHWEST CORNER OF SAID PREMISES HEREINBEFORE CONVEYED; ALSO, EXCEPTING FROM SAID PREMISES THAT PART CONVEYED TO ZENITH RADIO

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CORPORATION BY AN INSTRUMENT RECORDED JUNE 16, 1960 AS DOCUMENT NUMBER 17883825, BEING THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE (HEREINAFTER REFERRED TO AS "FIRST MENTIONED EAST LINE") OF THE WEST 300 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 WITH A STRAIGHT LINE (HEREINAFTER REFERRED TO AS "FIRST MENTIONED STRAIGHT LINE") DRAWN FROM A POINT ON THE ABOVE DESCRIBED FIRST MENTIONED EAST LINE WHICH IS 686.25 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 TO A POINT OF THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 WHICH IS 685.15 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; AND RUNNING THENCE EAST ALONG THE ABOVE FIRST MENTIONED STRAIGHT LINE A DISTANCE OF 3914 FEET TO ITS INTERSECTION WITH THE WEST LINE (HEREINAFTER REFERRED TO AS "WEST LINE") OF THE EAST 640.48 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 320 FLET THENCE WEST ALONG A STRAIGHT LINE (HEREINAFTER REFERRED TO AS "FECOND MENTIONED STRAIGHT LINE") LOCATED 320 FEET SOUTH OF AND PARALLEL WITH THE ABOVE DESCRIBED FIRST MENTIONED STRAIGHT LINE A DISTANCE OF 393.47 FEET, MORE OR LESS, TO THE INTERSECTION OF SUCH SECOND MENTIONED STRAIGHT LINE WITH THE ABOVE DESCRIBED FIRST MENTIONED EAST LINE; AND THENCE NORTH ALONG SAID FIRST MENTIONED EAST LINE A DISTANCE OF 320 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 350 FEET OF THE SOUTH 75 FEET OF THE NORTH 323 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST 300 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3 (TAKEN AS A TRACT) FOR A SWITCH TRACT OR TRACK AS CREATED BY DEED FROM MARTIN J. HANSON AND AND C. HANSON, HUSBAND AND WIFE, AND MARTIN J. HANSON AS TRUSTEE UNDER LAST WILL AND TESTAMENT OF JOHN C. HANSON, DECEASED; LOUIS E. HANSON AND LILLIAN E. HANSON AS TRUSTEES UNDER THE LAST