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Doc#: 0408610136
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 03/26/2004 12:31 PM Pg: 1 of 5

Property of Cook County Recorder of Deeds

FOR RECORDER'S USE ONLY

**AMENDMENT TO MORTGAGE AND
SECURITY AGREEMENT, ASSIGNMENT OF RENTS
AND LEASES AND OTHER LOAN DOCUMENTS**

THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND OTHER LOAN DOCUMENTS (this "Amendment") is made as of the 4th day of March, 2004 by and among NORTH STAR TRUST COMPANY, not individually but solely as Trustee under Trust Agreement dated September 9, 2003, and known as Trust No. 27099 ("Trustee"), MANSION VIEW DEVELOPMENT CORP., an Illinois corporation, with its principal place of business and chief executive office at 1667 North Western Avenue, Chicago, Illinois 60647 ("Beneficiary") (the Trustee and Beneficiary are sometimes herein collectively referred to as "Borrower") and COMMUNITY BANK OF RAVENSWOOD, an Illinois banking corporation, with its principal banking office at 2300 West Lawrence Avenue, Chicago, Illinois 60625 (the "Lender").

RECITALS

WHEREAS, the Beneficiary has entered into a Loan Agreement dated as of November 18, 2003 (as may have been or may be amended, renewed, restated, modified, supplemented or extended from time to time, the "Loan Agreement") pursuant to which the Lender has agreed to issue a credit to Borrower in the original principal amount not to exceed \$2,000,000.00 ("Loan"), which Loan is evidenced by that certain Revolving Loan Note executed by Borrower in favor of Lender dated as of November 18, 2003 in the principal amount of \$2,000,000.00 (as may have been or may be amended, renewed, restated, modified, supplemented or extended from time to time, the "Note");

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WHEREAS, the Borrower's obligations under the Loan Agreement and the Note are secured by, among other things (i) that certain Mortgage and Security Agreement ("Mortgage") dated as of November 18, 2003 by and among the Trustee, Borrower and the Lender, which Mortgage was filed on December 12, 2003, as document number 0334632031, in the Office of the Recorder of Deeds for Cook County, Illinois with respect to the real property ("Property") therein described on Exhibit A attached thereto (as may have been or may be amended, renewed, restated, modified, supplemented or extended from time to time, the "Mortgage") as amended by that certain Amendment to Mortgage and Security Agreement, Assignment of Rents and Leases and other Loan Documents dated as of January 13, 2004 by and among the Trustee, Borrower and the Lender which was filed on January 15, 2004, as document number 0401539174; amended again by that certain Amendment to Mortgage and Security Agreement, Assignment of Rents and Leases and other Loan Documents dated February 19th, 2004 which was filed on February 26, 2004, as document number 0405710130; and (ii) that certain Assignment of Rents and Leases, dated as of November 18, 2003 by and among the Trustee, Borrower and the Lender, which Assignment of Rents and Leases was filed on December 12, 2003, as document number 0334632030, in the Office of the Recorder of Deeds of Cook County, Illinois with respect to the Property (as may have been or may be amended, renewed, restated, modified, supplemented or extended from time to time, the "Assignment of Rents"); and

WHEREAS, pursuant to the Loan Agreement, Lender has requested and Borrowers have agreed to execute and deliver this Amendment which adds additional property to the Mortgage, to wit, that certain parcel of real estate legally described in **Exhibit A** attached hereto (the "Additional Property").

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers hereby agree as follows:

1. Incorporation of Recitals and Mortgage. The Recitals set forth above are incorporated herein and made a part hereof. The Mortgage is incorporated and restated herein with the Additional Property being the Property described in Exhibit A to the Mortgage.

2. Modification of Mortgage. It is hereby expressly agreed that the Mortgage be and hereby is modified such that all references to the Premises and the Mortgaged Property in the Mortgage are hereby deemed references to the Property and Additional Property as legally described in Exhibit A attached hereto together with all other items of real or personal property relating thereto as described in the Mortgage (all of same referred to as the "Total Property").

3. Modification of Assignment of Rents. It is hereby expressly agreed that the Assignment of Rents is hereby modified such that all references to the Mortgaged Property as described therein are deemed to include the Total Property.

4. Amendments and References. All references contained in any of the Loan Documents (as defined in the Mortgage) shall be deemed to refer to each of such documents as further amended by this Amendment.

5. Amendment Binding. This Amendment shall be binding on Trustee and

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Beneficiary and their respective heirs, legatees, successors and permitted assigns, and shall inure to the benefit of Lender and its successors and assigns.

6. Continued Effectiveness. Except as expressly provided herein, the Loan Documents shall remain in full force and effect in accordance with their respective terms.

7. Trustee's Exculpation. This Amendment is executed and delivered by North Star Trust Company, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and invested in it as such Trustee and said Trustee hereby personally warrants that it possesses full power and authority to execute and deliver the same. No personal liability shall be asserted or be enforceable against North Star Trust Company, because or in respect of this Amendment or the making, issuance or transfer hereof (except for a breach of the warranty contained herein), all such liability, if any, being expressly waived by each taker and holder hereof but nothing herein contained in this paragraph shall modify or discharge the personal liability of Borrower hereunder, any Guarantor, or any other party personally liable under any of the Loan Documents nor limit the enforcement of any right or remedy of Lender under any of the Loan Documents against said parties or any property or collateral pledged to Lender thereunder.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the day and year first above written. This Amendment may be executed in multiple counterparts, all of which when taken together shall constitute one instrument.

NORTH STAR TRUST COMPANY,
not individually, but as Trustee aforesaid

By: David Rosenfeld
Its: VICE PRESIDENT

MANSION VIEW DEVELOPMENT CORP.,
an Illinois corporation

By: Alan T. Fous
Its: Vice-President

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STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that DAVID ROSEFELD NORTH STAR TRUST COMPANY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Trust, as Trustee as aforesaid, for the uses and purposes therein set forth.

WITNESS my hand and Seal this 15 day of MARCH, 2007.



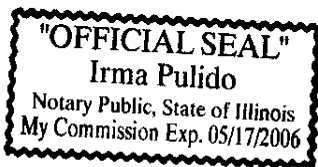
Carol Castillo
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, Irma Pulido, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Alice B. Peus, the Vice President of MANSION VIEW DEVELOPMENT CORP., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and Seal this 12 day of March, 2004.



Irma Pulido
Notary Public

My Commission Expires: _____

5/17/06

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EXHIBIT A

Legal Description of the Additional Property

LOT 17 IN BLOCK 6 IN OUR HOME ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 50 ACRES) IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1540 SOUTH KARLOV
CHICAGO, IL 60623

PIN: 16-22-228-033-0000

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