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RECORDATION REQUESTED BY:

Commercial Loan Corporation 2210 Midwest Road, Suite 211 Oak Brook, IL 60523

WHEN RECORDED MAIL TO:

Commercial Loan Corporation 2210 Midwest Road, Suite 211 Oak Brook, IL 60523

0409247000

Doc#: 0409247000 Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 04/01/2004 07:06 AM Pg: 1 of 4

SEND TAX NOTICES TO:

1761 West Morse LLC 2636 N Lincoln, 1st Floor Chicago, IL 60014

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by:

Commercial Loan Corporation, Susan L Brown Commercial Loan Corporation 2210 Midwest Road Suite 211 Oak Brook, IL 60523

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 1, 2004, is made and executed between 1761 West Morse LLC; a limited liability company (referred to below as "Grantor") and Commercial Loan Corporation, whose address is 2210 Midwest Road, Suite 211, Oak Brook 1, 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dat 3 January 24, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded February 11, 2003 in the Office of the Cook County Recorder as Document number 0030207910.

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

LOT 15 IN BLOCK 37 OF ROGERS PARK, A SUBDIVISION OF THE NORTHEACT 1,4 AND THAT PART OF THE NORTHWEST 1/4 LYING EAST OF RIDGE ROAD, OF SECTION 31, AND ALONG THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32 AND ALSO SECTION 33 LYING SOUTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRILICIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1759-1761 West Morse Avenue, Chicago, IL 60626. The Real Property tax identification number is 11-31-221-007

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

Extend the maturity date from February 1, 2004 to July 1, 2004. 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

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MODIFICATION OF MORTGAGE (Continued)

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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 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 Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, e icumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as niocified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED Of County Clert's Office **FEBRUARY 1, 2004.**

GRANTOR:

1761 WEST/MORSE LLC

By: Steven Golovan, Manager of 1761 West Morse LLC

John/F. Lally, Manager of 1761 West Morse LLC

LENDER:

COMMERCIAL LOAN CORPORATION

Authorized Signer

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT	
STATE OFCOUNTY OF)) SS)
On this	nited liability company that executed the Modification of ree and voluntary act and deed of the limited liability or its operating agreement, for the uses and purposes
	Clert's Office

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MODIFICATION OF MORTGAGE (Continued)

Page 4 LENDER ACKNOWLEDGMENT STATE OF)) SS **COUNTY OF**) before me, the undersigned Notary and known to me to be the Public, personally appraired _____ , au'norized 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. Residing at Notary Public in and for the State of OFFICIAL SEAL My commission expires Control Contro

(ACERTARO Condres Med. 575.30.004. Cig.: Uniconf Unitation Scarrough from 1997. 2004. All Digital Rese