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Doc#: 0420147001 Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 07/19/2004 07:07 AM Pg: 1 of 4

WHEN RECORDED MAIL TO: American Chartered Bank 1199 E. Higgins Rd. Schaumburg, IL 60173

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FOR RECORDER'S USE ONLY

This Modification of Mortgage p. spared by:

American Chartered Bank 1199 E. Higgins Road Schaumburg, IL 60173

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 7, 2004, is made and executed between Campbell Apartments, LLC (referred to below as "Grantor") and Arterican Chartered Bank, whose address is 1199 E. Higgins Rd., Schaumburg, IL 60173 (referred to below as "Londer").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 7, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on April 30, 2003 as Document #0312047321 in the Cock County Recorder's Office.

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

LOT 47 IN G. W. AND T. J. HIGGINS SUBDIVISION OF THE WEST 1/2 OF BLOCK 3 IN THE SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 LOPICH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1657 North Campbell Avenue, Chicago, IL 60647. The Real Property tax identification number is 13-36-431-001, Vol. 531

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

This Modification of Mortgage shall reflect:

1) That the above referenced Mortgage now secures a Promissory Note dated April 7, 2004 in the original principal amount of \$370,000.00 from Borrower to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory 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

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MODIFICATION OF MORTGAGE

Loan No: 549770102

(Continued)

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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 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 APRIL 7, 2004.

GRANTOR:

CAMPBELL APARTMENTS, LIC

Matthew

Co-Managing Member Campbell

Apartments, LLC

Michael Okmin,

Co-Managing

Member

Campbell

Junit Clork? Office

Apartments, LLC

Emil Turean, Member of Campbell Apartments, LLC

LENDER:

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Page 3 Loan No: 549770102 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF THINDIS)) SS COUNTY OF COOK On this 28th before me, the undersigned Notary day of Mau Public, personally appeared Matthew Okmin, Co-Managing Member; Michael Okmin, Co-Managing Member; Emil Turean, Member of Compbell Apartments, 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 accent 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 windification and in fact executed the Modification on behalf of the limited liability company. Residing at 143 N LaSalle S Notary Public in and for the State of _______ OFFICIAL SEAL AMANDA REGELIN Clert's Office My commission expires 9/22/07 NOTARY PUBLIC, STATE OF ILLINOIS

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MODIFICATION OF MORTGAGE

Loan No: 549770102 (Continued) Page 4 LENDER ACKNOWLEDGMENT STATE OF OFFICIAL SEAL AIMEE M NORDINI NOTARY PUBLIC STATE OF ILLING MY COMMISSION EXP. NOV. 20,20%) SS **COUNTY OF**) On this before me, the undersigned Notary Public, personally appeared and known to me to be the _ , authorized 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 My commission expires LASER PRC Lending, Ver. 5, 23, 10,001 Copr. Harland Financial Solutions, Inc. 1997, 2004. The Opposition of the Contract of the Contract