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This Document Prepared by and after Recording Return to:

Cutler & Hull 70 West Madison Street **Suite 3750** Chicago, Illinois 60602 Attn: Edwin J. Hull, III

Doc#: 0426518125 This space reserved for Recorder's Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds

Date: 09/21/2004 01:55 PM Pg: 1 of 4

### MODIFICATION OF SECOND MORTGAGE

THIS MODIFICATION OF SECOND MORTGAGE is made as of the 3rd day of May, 2004, by 4014 N. Rockwell, LL.C, an Illinois limited liability company ("Mortgagor"), to and for the benefit of MB Financial Itall, N.A., 1200 N. Ashland Avenue, Chicago, Illinois, 60622 ("Mortgagee"):

MORTGAGE. Mortgagee and Mortgagor have intered into a Second Mortgage dated September 3, 2003 (the "Mortgage") which has been recorded in Cook County, Illinois.

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

See Exhibit A, Legal Description, which is attached to this Modification of Second Mortgage and made a part of this Modification of Second Mortgage as if set forth herein.

The Real Property or its address is commonly known as 2552 and 2554 V. Itving Park Road Chicago, IL. 60618.

The Real Property tax identification numbers are:

13-13-416-023-0000 13-13-416-022-0000

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MODIFICATION. Mortgagee and Mortgagor hereby modify the Mortgage as follows:

1. The original maturity date in the Promissory Note (the "Note") dated September 3, 2003 is hereby extended to May 3, 2005. This extension of the maturity date of the Note is set forth in a Modification of Note executed by and between Mortgagee and Mortgagor.

2. All other terms and provisions of the Mortgage and the Loan Documents remain

in full force and effect.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Second Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and encorpeable in accordance with their respective terms. Consent by Mortgagee to this Modification does not waive Mortgagee's right to require strict compliance with all of the terms and provisions of the original Loan Documents which shall remain unchanged and in full force and effect, except as modified herein or in the Modification of Promissory Note described above.

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IN WITNESS WHEREOF, Mortgagor has executed this instrument the day and year first above written.

above written.	
Hanger  Hold N. Rockwell, LLC, an I limited liability company  By:	illinois
STATE ON THE MOIS ) SS.  COUNTY OF THE MOIS ) SS.	•
I, MANUA LIL NAM, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kenneth Munic, the Manager of 4014 N. Rockwell, LLC, an illinois limited liability company, who is personally known to be the same person whose name is subscribed to the foregoing instrument appeared this day in person and acknowledge it that he/she signed and delivered the said instrument his/her own free and voluntary act and as the free and voluntary act of said limited liab company, for the uses and purposes therein set forth.  GIVEN under my hand and notarial seri, this 22 day of Tum, 2004.	own to me before me ent as
NOTARY PUTLINGUA L	luShru
PATRICIA M. DUSHANE NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 03/26/2007	

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#### **EXHIBIT A**

#### **LEGAL DESCRIPTION OF PREMISES**

Lots 26 and 27 in Block 5, all in Paul O. Stenslands 2<sup>nd</sup> subdivision of the South ½ of the Southeast 1/4 of Section 13, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN NO:

13-13-416-023-0000

13-13-416-022-0000

Commonly knows 28:

The Cook County Clark's Office 2552 and 2554 W. Irving Park Road