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**PREPARED BY AND WHEN
RECORDED MAIL TO:**

Steven M. Weiss, Esq.
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Suite 300
Northfield, Illinois 60093



0430034061

Doc#: 0430034061
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 10/28/2004 11:39 AM Pg: 1 of 4

**AMENDMENT NO. 2 TO MORTGAGE AND SECURITY AGREEMENT –
NICOLA NITTI**

Amendment No. 2 to Mortgage dated as of September 19th, 2004, is made by NICOLA NITTI ("Mortgagor") in favor of ROUTE 176, L.L.C. ("Mortgagee"). This Amendment pertains to the real estate described on Exhibit "A" attached hereto and made a part hereof.

P R E A M B L E:

Mortgagor gave to Mortgagee that certain Mortgage dated March 23, 2004, which was recorded on March 24, 2004, in the office of the Cook County Recorder of Deeds as Document No. 0408450199 (the "Mortgage"). Mortgagor has requested Lender to modify certain terms and conditions of its financing from Mortgagee. Mortgagee has agreed to do so, so long as, among other things, Mortgagor executes and delivers to Mortgagee this Amendment.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, Mortgagor agrees as follows:

1. Section 1.01 is hereby deleted in its entirety and replaced by the following:

"1.01 Note. Mortgagor has executed in connection herewith that certain secured note dated the date of this mortgage, as may from time to time be amended, modified, substituted, restated, renewed and/or extended, in the original principal amount of \$64,200.00 in favor of Mortgagee which was amended by that certain Amendment No. 2 to Note increasing the principal amount of the secured note to \$66,793.68 (together the secured note and the amendments thereto shall hereinafter be referred to as the "Note")."

2. All references in the Mortgage to the Mortgage shall mean the Mortgage as amended by this Amendment and as may be further amended and/or restated from time to time.

3. All references in the Mortgage to the Note shall mean the Note, as amended by the Amendment No. 2 to Note and as may be further amended, extended, renewed, supplemented and/or restated from time to time.

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4. In all other respects, the Mortgage is hereby restated, reaffirmed and incorporated herein, the only amendments intended to be made thereto being those above set forth. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage shall have the same meanings herein as therein.

5. This Agreement may be executed in any number of counterparts, each of which counterparts, once they are executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed and delivered as of the date first above written.



NICOLA NITTI

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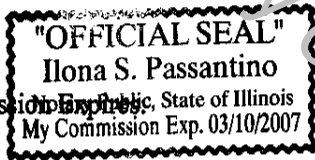
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The Undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY THAT Nicola Nitti, 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 said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of ~~September~~, 2004.
October

Ilona S. Passantino

NOTARY PUBLIC



My Commission Expires, State of Illinois
My Commission Exp. 03/10/2007

3/10/2007

[SEAL]

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EXHIBIT A LEGAL DESCRIPTION

Lot 15 in Emily E. Fordyce's Subdivision of that part East of Racine Avenue of Block 8 in Elston's Subdivision in the North Half of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 14-20-216-014-0000

Common Address: 3714 N. Clark Street, Chicago, Illinois 60613