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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Courtney E. Mayster
Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street
Suite 1910
Chicago, Illinois 60601



Doc#: 0509603138
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 04/06/2005 03:05 PM Pg: 1 of 6

MODIFICATION OF CONSTRUCTION MORTGAGE AND OTHER SECURITY DOCUMENTS

THIS MODIFICATION OF CONSTRUCTION MORTGAGE AND OTHER SECURITY DOCUMENTS ("Modification") is made and entered into as of the 30th day of March, 2005, by **1150-56 CORNELIA LLC**, an Illinois limited liability company ("Mortgagor") with a mailing address 1246 West George Street, Chicago, Illinois 60657, in favor of **MB FINANCIAL BANK, N.A.** (together with its successors and assigns, including each and every holder from time to time of the Note hereinafter described, "Lender") with a mailing address at 6111 North River Road, Rosemont, Illinois 60018, Attention: Vincent G. Laughlin.

RECITALS:

WHEREAS, Lender has heretofore made a loan (the "Loan") to Mortgagor in the original principal amount of **Three Million One Hundred Twenty Three Thousand and 00/100 Dollars (\$3,123,000.00)**; and

WHEREAS, the Loan is evidenced by a Construction Mortgage Note dated as of February 1, 2005 (the "Note") made by Mortgagor whereby Mortgagor promised to pay to the order of Lender the principal sum of **Three Million One Hundred Twenty Three Thousand and 00/100 Dollars (\$3,123,000.00)**, all as more specifically set forth in said Note; and

WHEREAS, the Note is secured by, among other things, a Construction Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of the 1st day of February, 2005, by Mortgagor in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on February 4, 2005, as Document No. 0503512126 (the "Mortgage"), and a Guaranty of Payment dated as of the 1st day of February, 2005, by **Geoffrey W. Ruttenberg** ("Guarantor") and all other instruments and documents executed by or on behalf of Mortgagor and delivered to Lender in connection with the Loan, which are hereinafter collectively referred to as the "Other Security Documents"; and

WHEREAS, Mortgagor desires that the Loan be modified to increase the amount thereof;
and

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WHEREAS, the parties desire to modify and amend the Loan as provided herein and as a condition to such modification, Lender is requiring: (i) this Modification; (ii) an Amendment to Construction Mortgage Note dated of even date herewith executed by Mortgagor (the "Note Amendment"), whereby the Note is modified to increase the face amount as provided above; and (iii) a Consent and Reaffirmation of Guarantor and Modification of Guaranty of Payment executed by Guarantor ("Guaranty Modification") whereby the Guaranty is modified to refer to the Note as modified by the Note Amendment.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals.** The aforesaid recitals are hereby incorporated into this Modification by reference as if fully set forth in this Paragraph 1. Wherever the terms and conditions of this Modification conflict with the terms and conditions of the Mortgage, the terms and conditions of this Modification shall control. In all other respects the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Mortgage and the Other Security Documents.
2. **Amendment to Mortgage and Other Security Documents.** The Mortgage and Other Security Documents are hereby amended by deleting the amount "*Three Million One Hundred Twenty Three Thousand and 00/100 Dollars (\$3,123,000.00)*" where it appears and substituting therefor "*Three Million Three Hundred Sixteen Thousand and 00/100 Dollars (\$3,316,000.00)*".
3. **References to Note.** From and after the date hereof (i) the Mortgage, the Assignment and the Other Security Documents shall be deemed to secure the Note as modified by the Note Amendment; and (ii) any and all references in the Mortgage or the Other Security Documents to the "Note" shall be deemed to refer to the Note as modified by the Note Amendment.
4. **References to Loan Documents and Guaranty.** Any and all references in the Note, the Mortgage and the Other Security Documents to the "Loan Documents" shall from and after the date hereof be deemed to refer to such Loan Documents as modified by this Modification; and any and all references in the Note, the Mortgage and the Other Security Documents to the "Guaranty" shall from and after the date hereof be deemed to refer to the Guaranty as modified by the Guaranty Modification.
5. **Reaffirmation of Representations and Warranties.** Mortgagor hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations and warranties contained in the Mortgage and the Other Security Documents.

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6. **Reaffirmation of Covenants.** Mortgagor does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage and the Other Security Documents as herein modified.

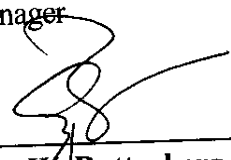
7. **Laws of Illinois.** This Modification shall be covered and construed under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

1150-56 CORNELIA LLC, an Illinois limited liability company

By: **The Brixton Group, Ltd.**, an Illinois corporation

Its: **Manager**

By: 

Geoffrey W. Ruttenberg, President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Geoffrey W. Ruttenberg**, President of **The Brixton Group, Ltd.**, an Illinois corporation, the Manager of **1150-56 CORNELIA LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing **MODIFICATION OF MORTGAGE**, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of said Company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 30th day of March, 2005.



Notary Public



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CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and hereby approves the foregoing Modification of Construction Mortgage and Other Security Documents.

Dated as of March __, 2005.

MB FINANCIAL BANK, N.A.

By: _____

Name: _____

Title: _____

Christina K. Frank
CHRISTINA K. FRANK
VICE PRESIDENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Darnice J. Monroe, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Christina K. Frank Vice President of MB FINANCIAL BANK, N.A., personally known to me to be the same person whose name is subscribed to the foregoing **Consent of Mortgagee**, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument, on behalf of said Bank and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 30 day of March, 2005.



Darnice J. Monroe
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 20 AND 21 IN BLOCK 3 IN ERNST J. LEHMANN'S SUBDIVISION OF LOT 4 IN THE ASSESSOR'S DIVISION OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

ADDRESS: 1150-56 WEST CORNELIA AVENUE, CHICAGO, ILLINOIS

PIN: 14-20-401-003

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