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Doc#: 0517402196
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 06/23/2005 11:27 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
INTERSTATE BANK
ATTN: LOAN DEPARTMENT
15533 S. CICERO AVENUE
OAK FOREST, IL 60452

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by:

ROBERTA MITCHELL (LOAN #0002066-9001)
Interstate Bank
15533 S. Cicero Avenue
Oak Forest, IL 60453

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 7, 2005, is made and executed between 2228 N. Burling, LLC, an Illinois Limited Liability Company, whose address is 2900 N. Hermitage, Chicago, IL 60657 (referred to below as "Grantor") and INTERSTATE BANK, whose address is 1854 W. Division Street, Chicago, IL 60622 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 7, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with the Cook County Recorder on September 13, 2004 as Document No. 0425704184.

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

Lot 38 in the Subdivision of the West 1/2 of Block 9 in Canal Trustee's Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 2228 N. Burling Street, Chicago, IL 60614. The Real Property tax identification number is 14-33-107-022-0000

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

This Modification of Mortgage is executed for the purpose of increasing existing Interstate Bank Lien amount to \$2,461,812.00 and extend maturity date of loan.

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 parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by

Box 400-CTCC

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MODIFICATION OF MORTGAGE

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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 JUNE 7, 2005.


GRANTOR:

2228 N. BURLING, LLC

BURLING DOUBLE LOT LLC, Manager of 2228 N. Burling, LLC

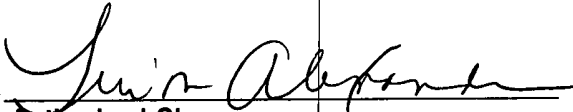
By: 
Authorized Signer for Burling Double Lot LLC

SMH DEVELOPMENT LLC, Manager of 2228 N. Burling, LLC

By: 
Seth M. Harris, Manager of SMH Development LLC

LENDER:

INTERSTATE BANK

X 
Authorized Signer

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MODIFICATION OF MORTGAGE

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILL)

) SS

COUNTY OF Will)

On this 7th day of June, 2005 before me, the undersigned Notary Public, personally appeared **Seth M. Harris, Manager of SMH Development LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Roberta L. Mitchell

Residing at N/A

Notary Public in and for the State of Ill

My commission expires 3-16-06



Will County Clerk's Office

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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

STATE OF ILL)

) SS

COUNTY OF Will)

On this 7th day of June, 2005 before me, the undersigned Notary Public, personally appeared Teri M Alexander and known to me to be the Asst VP, 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.

By Roberta L. Mitchell

Residing at N/A

Notary Public in and for the State of ILL

My commission expires 3-16-06



Cook County Clerk's Office