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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#: 0520832082  
Eugene "Gene" Moore Fee: \$36.50  
Cook County Recorder of Deeds  
Date: 07/27/2005 03:21 PM Pg: 1 of 7

## THIRD MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS

THIS THIRD MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS ("Modification") is made and entered into as of the 19<sup>th</sup> day of June, 2005, by NORTH STAR TRUST COMPANY as Trustee under Trust Agreement dated October 7, 2003, and known as Trust No. 03-6552 ("Trustee") and THE FULLERTON HOTEL CORPORATION, an Illinois corporation ("Beneficiary"; Trustee and Beneficiary hereinafter collectively referred to as "Mortgagor"), having a mailing address of 1407 West Diversey Parkway, Chicago, Illinois 60614, to and for the benefit of MB FINANCIAL BANK, N.A. ("Lender"), with a mailing address of 6111 North River Road, Rosemont, Illinois 60018 Attention: Vincent G. Laughlin.

### RECITALS:

WHEREAS, Lender has heretofore made a mortgage loan (the "Loan") to Mortgagor in the original principal amount of **Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00)**; and

WHEREAS, the Loan is evidenced by a Mortgage Note dated as of November 21, 2003 (the "Note") made by Mortgagor whereby Mortgagor promised to pay to the order of Lender the principal sum of **Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00)**, all as more specifically set forth in said Note; and

WHEREAS, the Note is secured by, among other things, a Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of the 21<sup>st</sup> day of November, 2003, by Mortgagor in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 9, 2003, as Document No. 0334333210 as modified by that certain Modification of Mortgage and Other Security Documents dated as of the 21<sup>st</sup> day of November, 2004, by Mortgagor in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 1, 2004, as Document No. 0433603108 as further modified by that certain Second Modification of Mortgage and Other Security Documents dated as of the 21<sup>st</sup> day of March, 2005, by Mortgagor in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 29, 2005, as Document No. 0508819114 (collectively, the "Mortgage") and a Guaranty of Payment dated as of the 21<sup>st</sup> day of November, 2003, as modified by that certain Consent and Reaffirmation of Guarantors and Modification of Guaranty of Payment dated as of the

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21<sup>st</sup> day of November, 2004 as further modified by that certain Second Consent and Reaffirmation of Guarantors and Modification of Guaranty of Payment dated as of the 21<sup>st</sup> day of March, 2005 (collectively, the "Guaranty") by **David S. LaBunski** and **Albert J. LaBunski** (collectively "Guarantors") in favor of Lender; and any 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**, the Note currently provides for a Maturity Date of June 19, 2005 and Mortgagor desires that the Loan be modified to extend the Maturity Date for sixty (60) days; and

**WHEREAS**, the parties desire to modify and amend the terms of the Loan as provided herein and as a condition to such modification, Lender is requiring: (i) this Modification; (ii) a Third Amendment to Mortgage Note dated of even date herewith executed by Mortgagor (the "Note Amendment"), whereby the Note is modified to extend the Maturity Date as provided above; and (iii) a Third Consent and Reaffirmation of Guarantors and Modification of Guaranty of Payment executed by Guarantors ("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. **Modification of Mortgage and Other Security Documents.** The Mortgage and Other Security Documents are hereby modified by deleting therefrom "~~June 19, 2005~~" and substituting therefor "**August 18, 2005**".
3. **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.
4. **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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5. **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.

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

7. **Land Trustee Exculpation.** This Modification is executed by North Star Trust Company, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it a Trustee. No personal liability shall be asserted or be enforceable against the Trustee because or in respect of this Modification or its making, issue or transfer. All such liability, if any, is expressly waived by each taker and holder hereof. Nothing herein shall modify or discharge the personal liability assumed by the guarantor(s) hereof, if any. Each original and successive holder of the Note accepts the express condition that no duty shall rest upon the Trustee to sequester the rents, issues and profits arising from the property described in the Mortgage, or the proceeds arising from such property's sale or other disposition. In case of default in the payment of the Note or of any installment, the sole remedy of the holder, as far as Trustee is concerned, shall be foreclosure of the Mortgage, action against any other security at any time given to secure the payment hereof, and action to enforce the personal liability of other makers on the Note or the Guarantors, if any, or any of the remedies as the holder in its sole discretion may elect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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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.

TRUSTEE:

**NORTH STAR TRUST COMPANY** not personally but solely as Trustee as aforesaid

By: *Silvia Medina*  
Name: **Silvia Medina**  
Its: **Trust Officer**

BENEFICIARY:

**THE FULLERTON HOTEL CORPORATION**, an Illinois corporation

By: *David S. Labunski*  
Name: **David Labunski**  
Title: **President**

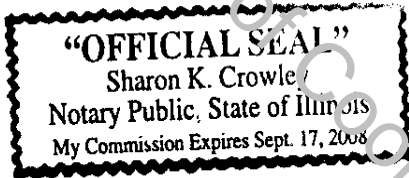
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Sharon K. Crowley, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Silvia Medina ~~Trust Officer~~ of NORTH STAR TRUST COMPANY, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing **THIRD MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS** as such President, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of said Corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 19<sup>th</sup> day of June, 2005.



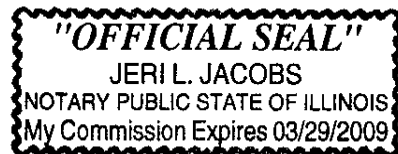
Sharon K. Crowley  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, JERI L. JACOBS, a Notary Public in and for said County in the State aforesaid, do hereby certify that DAVID S. LABUSCHI, PRESIDENT of THE FULLERTON HOTEL CORPORATION, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing **THIRD MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS** as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said Corporation, all for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 19<sup>th</sup> day of June, 2005.

Jeri L. Jacobs  
Notary Public



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## CONSENT OF LENDER

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

Dated as of June 19, 2005.

**MB FINANCIAL BANK, N.A.**

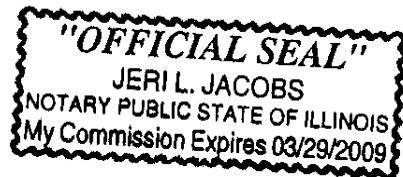
By: Andrea Bender  
Name: Andrea Bender  
Title: Commercial Banking Officer

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

I, JERI L. JACOBS, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANDREA BENDER of **MB FINANCIAL BANK, N.A.**, personally known to me to be the same person whose name is subscribed to the foregoing **CONSENT OF LENDER**, 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 19<sup>th</sup> day of June, 2005.

Jeri L. Jacobs  
Notary Public



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## EXHIBIT "A"

### LEGAL DESCRIPTION

LOTS 19 AND 20 IN THE SUBDIVISION OF LOT 1 IN THE RESUBDIVISION OF BLOCK 2 IN HAMBLETON, WESTON AND DAVIS'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTH EAST ¼ OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-20-426-017-0000

STREET ADDRESS: 918-20 WEST BELMONT AVENUE  
CHICAGO, ILLINOIS 60657

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