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Doc#: 0528504093 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/12/2005 09:58 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
American Chartered Bank
955 National Parkway
Suite 60
Schaumburg, IL 60173

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Lender
American Chartered Bank
1199 E. Higgins Rd.
Schaumburg, IL 60173

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 20, 2005, is made and executed between 1523-25 N. Wicker Park LLC (referred to below as "Grantor") and American Chartered Bank, whose address is 1199 E. Higgins Rd., Schaumburg, IL 60173 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 9, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on April 14, 2004 as Document #0410519075 in the Cook County Recorder's Office.

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

LOTS 32 AND 33 OF THE SOUTH EAST HALF (1/2) OF LOT 34, ALL IN BLOCK 5 IN J.S. LEE'S ADDITION TO CHICAGO IN SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1523-25 N. Wicker Park Ave., Chicago, IL 60622. The Real Property tax identification number is 17-06-207-023-0000.

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

This Modification of Mortgage reflects the following: (1) An increase in the principal amount of the above referenced mortgage from \$2,064,599.00 to \$2,214,599.00; (2) At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the note amount of \$2,214,599.00. (3) This mortgage secures a Promissory Note dated April 9, 2004, in the original principal amount of \$2,014,599.00, from Borrower to Lender, as amended with a Change in Terms Agreement Dated March 9, 2005 increasing the principal amount of the above mentioned Promissory Note to \$2,064,599.00 and a Change In Terms Agreement Dated September 20, 2005 increasing the principal amount of the above mentioned Promissory Note to \$2,214,599.00 together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions

BOX 334 CTI

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MODIFICATION OF MORTGAGE

Loan No: 560502401

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for the Promissory Note. All other terms and conditions remain the same.

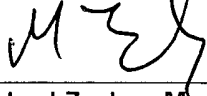
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 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 SEPTEMBER 20, 2005.

GRANTOR:

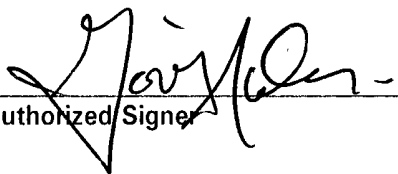
1523-25 N. WICKER PARK LLC

By: 
Kenneth Motew, Manager of 1523-25 N. Wicker Park LLC

By: 
Michael Zucker, Manager of 1523-25 N. Wicker Park LLC

LENDER:

AMERICAN CHARTERED BANK

X 
Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 560502401

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

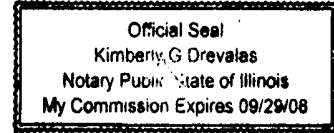
STATE OF Illinois

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COUNTY OF Kane

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On this 20th day of September, 2005 before me, the undersigned Notary Public, personally appeared **Kenneth Motew, Manager; Michael Zucker, Manager of 1523-25 N. Wicker Park LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Kimberly G Drevalas

Residing at American Chartered Bank

Notary Public in and for the State of Illinois

My commission expires 9/29/08

DEPT. OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE

Loan No: 560502401

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LENDER ACKNOWLEDGMENT

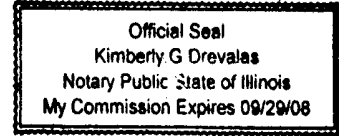
STATE OF Illinois

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COUNTY OF hane

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On this 25th day of September, 2005 before me, the undersigned Notary Public, personally appeared Garick Nielsen and known to me to be the 1st 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 Kimberly G. Drevales Residing at American Chautauque Bank

Notary Public in and for the State of Illinois

My commission expires 9/29/08

Cook County Clerk's Office