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Doc#: 0533510104 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/01/2005 12:19 PM Pg: 1 of 4

RECORDATION REQUESTED BY:
COLE TAYLOR BANK
COMMERCIAL BANKING
GROUP
111 W. WASHINGTON
CHICAGO, IL 60602

WHEN RECORDED MAIL TO:
Cole Taylor Bank
Loan Services
P.O. Box 88452 - Dept A
Chicago, IL 60680-8452

SEND TAX NOTICES TO:
Hostway Corporation
1 N. State Street, 12th Floor
Chicago, IL 60602

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
COLE TAYLOR BANK
P.O. BOX 88452 DEPT. A
CHICAGO, IL 60680

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 17, 2005, is made and executed between Hostway Corporation (referred to below as "Grantor") and COLE TAYLOR BANK, whose address is 111 W. WASHINGTON, CHICAGO, IL 60602 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 15, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded April 8, 2005 in the Cook County Recorder's Office as Document Number 0509802186 and an Assignment of Rents dated July 15, 2004 and recorded April 8, 2005 in the Cook County Recorder's Office as Document Number 0509802187.

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

PARCEL 1:

UNIT NO. 4B-6 IN THE 111 EAST CHESTNUT GARAGE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 2, 2*, 2A, 2A*, 2B, 2C, 2D, 2E, 2G, 2H*, 2I*, 2J*, 2K* AND 2L* IN THE MARIA GOULETAS' SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 08193114; TOGETHER WITH EACH SUCH UNIT'S UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT IN FAVOR OF PARCEL 1 IN INGRESS AND EGRESS, USE AND ENJOYMENT AS CREATED BY THE GRANT OF EASEMENTS RELATING TO THE PREMISES COMMONLY KNOWN AS 111 EAST

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MODIFICATION OF MORTGAGE (Continued)

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CHESTNUT, CHICAGO, ILLINOIS, RECORDED DECEMBER 22, 1994 AS DOCUMENT 04074562 MADE BY LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NO. 118065 OVER AND UPON PROPOERTY DESCRIBED THEREIN.

PARCEL 3:

UNIT 2700-K IN THE 111 EAST CHESTNUT CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1, 1*, 1A, 1A*, 1B, 1B*, 1C, 1C*, 1D, 1D*, 1E, 1F, 1F*, 1H, 1J, 1K, 1L, 1M, IN THE MARIA GOULETAS' SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 04074563, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 111 E. Chestnut Street #27K, Chicago, IL 60611. The Real Property tax identification number is 17-03-225-078-1160 & 17-03-225-079-1204.

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

The Principal balance of the Promissory Note secured by the aforesaid Mortgage has been increased the date of this Modification of Mortgage from \$2,250,000.00 to \$3,150,000.00. 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 \$6,300,000.00.

The definition of the Note within the Mortgage is hereby modified to mean the following: a Promissory Note dated July 15, 2004, in the original principal amount of \$1,000,000.00 as modified, extended and/or increased from time to time, a second Promissory Note dated July 15, 2004, in the original principal amount of \$1,000,000.00 as modified, extended and/or increased from time to time, a third Promissory Note dated July 15, 2004, in the original principal amount of \$250,000.00 as modified, extended and/or increased from time to time, and finally a fourth Promissory Note dated November 17, 2005, in the original principal amount of \$900,000.00 as modified, extended and/or increased from time to time, all Notes from Hostway Corporation as Borrower/Grantor and Lucas Roh as Guarantor to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of and substitutions for the Promissory Note or Agreements not yet paid.

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 endorser 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 NOVEMBER 17, 2005.

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GRANTOR:

HOSTWAY CORPORATION

By:

[Signature]
Lucas Roh, President of Hostway Corporation

LENDER:

COLE TAYLOR BANK

X

[Signature]

Authorized Signer

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF Cook

On this 23rd day of November, 2005 before me, the undersigned Notary Public, personally appeared Lucas Roh, President of Hostway Corporation and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Kathe K. Bray *[Signature]* Residing at 21121 Olympia Way, Matteson, IL 60443

Notary Public in and for the State of ILLINOIS

My commission expires 10/18/06



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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 28th day of November, 2005 before me, the undersigned Notary Public, personally appeared Steve Fessler and known to me to be the SVP, 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 Joan M. Schwitz Residing at 3416 Salem Walk, Northbrook, IL
Notary Public in and for the State of Illinois

My commission expires 3/26/2009

