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INSTRUMENT PREPARED BY:

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161 North Clark Street
Suite 550
Chicago, Illinois 60601

Doc#: 0601035002 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/10/2006 07:18 AM Pg: 1 of 4

PLEASE MAIL TO:

Plaza Bank
7460 W. Irving Park Road
Norridge, Illinois 60634

Loan No. 11141676

MODIFICATION AGREEMENT

B1174399
THIS MODIFICATION AGREEMENT is made this 8th day of November, 2005, by and between KFM Enterprises, L.L.C., an Illinois limited liability company (hereinafter called "Mortgagor") and PLAZA BANK, an Illinois Banking Corporation, with an office at 7460 W. Irving Park Road, Norridge, Illinois 60634 (hereinafter called "Mortgagee").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On December 8, 2003, for full value received, KFM Enterprises, L.L.C., an Illinois limited liability company, executed and delivered to Lender a Promissory Note in the principal amount of FIVE HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 (\$547,500.00) DOLLARS (hereinafter called the "Note"), and secured the payment thereof by Mortgagor granting to Lender, among other things, a certain Junior Mortgage, of even date with said Note, which Junior Mortgage was recorded on January 8, 2004, as Document No. 0400814059 with the Recorder of Deeds of Cook County, Illinois (hereinafter referred to as the Mortgage encumbering certain improved real property in the County of Cook, State of Illinois commonly known as 2945 S. Harlem Ave., Berwyn, Illinois and legally described on Exhibit A attached hereto and incorporated herein (hereinafter called the "Mortgaged Premises").

B. Mortgagor has requested that certain modifications be made in the above-mentioned Note and Mortgage.

C. The outstanding principal balance of the Note secured by the Junior Mortgage per the original maturity date of December 8, 2004, was \$547,500.00. The outstanding principal balance of the Note secured by the Junior Mortgage as of November 8, 2005, is \$270,654.54, plus unpaid accrued interest, late fees and costs.

D. Mortgagor represents to Mortgagee that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Mortgagee, and such subsequent lien holder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Mortgage, as herein modified, which

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Mortgagee, and such subsequent lien holder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Mortgage, as herein modified, which Consent and Subordination is attached hereto as Exhibit "B"), and that the lien of the Mortgage, as herein modified, is a valid, first and subsisting lien of said Mortgaged Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree that the Note and Mortgage are hereby modified as follows:

1. The Maturity Date shall be changed from December 8, 2004 to December 8, 2006.
2. All other terms and conditions of the Note and Mortgage shall remain in full force and effect.

In consideration of the modification of the terms of the Note and Mortgage by Mortgagee, as hereinabove set forth, Mortgagor does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note and secured by the Mortgage as herein modified, and to perform the covenants contained in the Mortgage, and further agrees that the prepayment privilege now in effect shall remain in full force and effect, and Mortgagor represents to Mortgagee that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises held by Mortgagee, except as otherwise disclosed to Plaza Bank, and that the lien of the Mortgage is a valid and subsisting lien on said Mortgaged Premises.

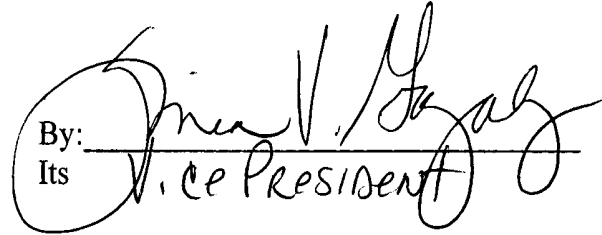
Nothing herein contained shall in any manner whatsoever impair the Note and the Mortgage as modified hereby, or any other documents executed by Mortgagor in connection therewith or herewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Mortgagee under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note, Mortgage and other instruments and documents executed in connection with the subject mortgage loan, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

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IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

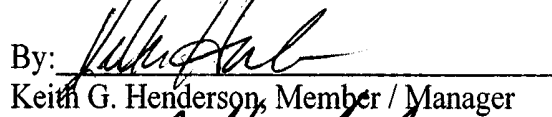
Mortgagee:

PLAZA BANK,
an Illinois Banking Corporation

By: 
Its Vice President

Mortgagor:

KFM Enterprises, L.L.C.
an Illinois limited liability company

By: 
Keith G. Henderson, Member / Manager

By: 
Frank K. Lucchessi, Member / Manager

By: 
Michael A. Alesia, Member / Manager

Property of Cook County Clerk's Office

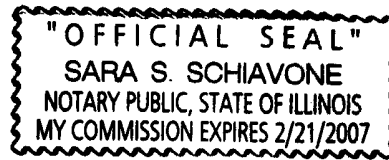
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Sara Schiavone, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Keith G. Henderson, Frank K. Lucchesi and Michael A. Alesia**, being the sole Managers / Members of **KFM Enterprises, L.L.C.** an Illinois limited liability company, and known to me to be the same persons whose names are subscribed to the foregoing instrument as such Members / Managers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16 day of December, 2005.

Sara S. Schiavone
Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Dorothy E. Skalska, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sonia V. Gonzalez, the VICE PRESIDENT of Plaza Bank, and known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of December, 2005.

Dorothy E. Skalska
Notary Public

