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WHEN RECORDED MAIL TO:
RAVENSWOOD BANK
LOAN SERVICING
DEPARTMENT
2300 W. LAWRENCE AVENUE
CHICAGO, IL 60625-1914

Doc#: 0603053173 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 01/30/2006 02:19 PM Pg: 1 of 4

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FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
WANDA ROSARIO, LOAN SPECIALIST
RAVENSWOOD BANK
2300 WEST LAWRENCE AVENUE
CHICAGO, IL 60625-1914

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 8, 2005, is made and executed between Areic, LLC, an Illinois limited liability company, whose address is 1432 W. Haron Street, No. 2F, Chicago, IL 60622 (referred to below as "Grantor") and RAVENSWOOD BANK, whose address is 2300 WEST LAWRENCE AVENUE, CHICAGO, IL 60625-1914 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 8, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents dated September 8, 2005 and recorded September 22, 2005 as Documents Nos. 0526547140 and 0526547141.

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

LOTS 31, 32 AND 33 IN BLOCK 5 IN MILLARD AND DECKER'S SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2316-2320 South Central Park, Chicago, IL 60623. The Real Property tax identification number is 16-26-109-017, VOL. 574.

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

All reference in the Mortgage to the sum of \$256,000.00 is hereby deleted and substituted in lieu thereof are corresponding references to the sum of \$370,000.00. The Promissory Note dated September 8, 2005 for \$256,000.00 is hereby increased to \$370,000.00. Extend the maturity date and modify the original terms of the note to a draw down line of credit to reflect changes of the Change in Terms Agreement of even date, together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions of the promissory note or agreements.

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MODIFICATION OF MORTGAGE (Continued)

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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 pan-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.

MAXIMUM LIEN. 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 \$740,000.00.

CONSTRUCTION LOAN. If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction or any improvements on the Property, the Improvements shall be completed no later than the maturity date of the niote for such earlier date as Lender may reasonably establish) and Grantor shall pay in full al costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may unen reasonably necessary to insure that the interest created by this Mortgage shall have priority over all possible itens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

CONSTRUCTION MORTGAGE. This Mortgage is a "construction mortgage" for the purpose of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Illinois.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF AL AIFIL MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED **DECEMBER 8, 2005.**

GRANTOR:

AREIC ILLINOIS LIMITED LIABILITY COMPANY

Member of Areic, LLC, an Illinois limited Guzman,

habifity company

Guzman, Member of Areic, LLC, an Illinois limited

liability company

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MODIFICATION OF MORTGAGE (Continued)

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LENDER:
RAVENSWOOD BANK
X who while Authorized Signer
L'MITED LIABILITY COMPANY ACKNOWLEDGMENT
STATE OF
COUNTY OF
On this
By Residing at CrickGo
Notary Public in and for the State of
My commission expires

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT	
) SS
COUNTY OF)
On this day of CEMBER_Public, personally appeared ELC W. +(LBBARA	, 2005 before me, the undersigned Notary and known to me to be the
acknowledged said instrument to be the free and voluntar the Lender through its board of directors or otherwise, for stated that he or she is authorized to execute this said insof said Lender.	y act and deed of the said Lender, duly authorized by
Ву	Residing at
Notary Public in and for the State of	000000000000000000000000000000000000000
My commission expires <u>∞ /oc/2∞7</u>	"OFFICIAL SEAL" DZENITA KRVAVAC NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 06/06/2007
LASER PRO Landing, Ver. 5.28.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rig	his Reserved
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