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0611553000

RECORDATION REQUESTED BY:
Heritage Community Bank
18301 South Halsted Street
Glenwood, IL 60425

Doc#: 0611553000 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/25/2006 07:47 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
Heritage Community Bank
18301 South Halsted Street
Glenwood, IL 60425

SEND TAX NOTICES TO:
3FJ Construction Company,
Inc.
4801 S. Ashland Ave
Chicago, IL 60609

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Angela Dowell-Lott, Commercial Loan Specialist
Heritage Community Bank
18301 South Halsted Street
Glenwood, IL 60425

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 18, 2006, is made and executed between 3FJ Construction Company, Inc., whose address is 4801 S. Ashland Ave, Chicago, IL 60609 (referred to below as "Grantor") and Heritage Community Bank, whose address is 18301 South Halsted Street, Glenwood, IL 60425 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 28, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

March 31, 2005 as Document Number 0509033182.

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

THE WEST 96.0 FEET OF THE FOLLOWING 2 PARCELS TAKEN AS A TRACT:

PARCEL 1:

THE SOUTHWESTERLY 300 FEET AS MEASURED ON THE EASTERLY AND WESTERLY LINES OF A STRIP OF LAND APPROXIMATELY 50 FEET IN WIDTH, LOCATED IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE INTERSECTION OF RACINE AVENUE AND SCHOOL STREET IN CHICAGO; THENCE WEST ALONG THE NORTH LINE OF SCHOOL STREET FOR A DISTANCE OF APPROXIMATELY 244 FEET TO THE POINT OF BEGINNING; THENCE NORTH 26 DEGREES 45 MINUTES EAST, MORE OR LESS, FOR A DISTANCE OF APPROXIMATELY 530 FEET TO THE WEST LINE OF RACINE AVENUE; THENCE NORTH ALONG THE WEST LINE OF RACINE AVENUE FOR A DISTANCE OF APPROXIMATELY 109 FEET; THENCE SOUTH 26 DEGREES 45 MINUETS WEST, MORE OR LESS, FOR A DISTANCE OF APPROXIMATELY 654 FEET TO THE NORTH LINE OF SCHOOL STREET; THENCE EAST ALONG THE NORTH LINE OF SCHOOL STREET FOR A DISTANCE OF APPROXIMATELY 60 FEET TO THE POINT OF BEGINNING, BEING PART OF THAT PROPERTY CONVEYED BY MARK SKINNER

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(Continued)**

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AND ELIZABETH W. SKINNER TO CHICAGO AND EVANSTON RAILROAD COMPANY (GRANTOR'S PREDECESSOR IN INTEREST) BY DEED DATED NOVEMBER 16, 1882 AND RECORDED DECEMBER 11, 1882 IN BOOK 1276, PAGE 457 (EXCEPT FROM SAID SOUTHWESTERLY 300 FEET, THAT PART LYING SOUTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 18 IN BLOCK 7 IN WILLIAM J GOUDY'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AFORESAID) IN COOK COUNTY ILLINOIS.

PARCEL 2:

LOTS 18, 19 AND 20 IN BLOCK 7 OF WILLIAM J. GOUDY'S SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1217-1225 W. Henderson Street, Chicago, IL 60657. The Real Property tax identification number is 14-20-323-037-0000 and 14-20-323-039-0000.

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

Extend the maturity date to April 30, 2007; Adjust the interest rate from 1.50% over the Heritage Community Bank Base Rate to 1.00% over the Heritage Community Bank Base Rate; Increase the principal loan amount to \$2,550,500.00.

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 APRIL 18, 2006.

GRANTOR:

3FJ CONSTRUCTION COMPANY, INC.

By: 

Robert Chavin, President of 3FJ Construction Company, Inc.

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

HERITAGE COMMUNITY BANK

x [Signature]
Authorized Signer

CORPORATE ACKNOWLEDGMENT

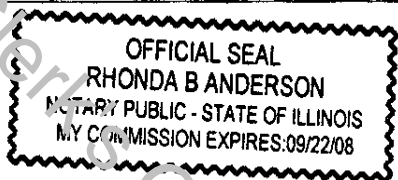
STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 21st day of April, 2006 before me, the undersigned Notary Public, personally appeared **Robert Chavin, President of 3FJ Construction Company, Inc.**, 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 there 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 Rhonda B. Anderson Residing at Glenwood, Illinois

Notary Public in and for the State of Illinois

My commission expires 09-22-08



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

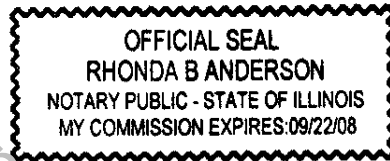
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 21st day of April, 2006 before me, the undersigned Notary Public, personally appeared Thomas J. Jelinek and known to me to be the Vice President 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 Rhonda B. Anderson Residing at Glenwood, Illinois

Notary Public in and for the State of Illinois

My commission expires 09-22-08



Cook County Clerk's Office