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Prepared By:
JAMES A. HASIER
MARTIN & KARCAZES, LTD.
161 N. Clark - #550
Chicago, Illinois 60601



Doc#: 0619545115 Fee: \$36.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/14/2006 02:25 PM Pg: 1 of 7

MAIL TO:
NORTH COMMUNITY BANK
3639 N. Broadway
Chicago, Illinois 60613



MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made as of this 11th day of July, 2006, by and between APOLLO BUILDING HOLDINGS, LLC, an Illinois limited liability company, and NORTH COMMUNITY BANK, an Illinois banking corporation, with an office at 3639 N. Broadway, Chicago, Illinois 60613. (hereinafter called "Lender").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On October 31, 2005, for full value received APOLLO BUILDING HOLDINGS, LLC (the "Borrower") executed and delivered to Lender a Promissory Note in the principal amount of FOUR HUNDRED THOUSAND (\$400,000.00) DOLLARS (hereinafter called the "Note") and a Revolving Credit Loan Agreement of even date (the "Loan Agreement").

B. The Note is secured by, among other things, a Mortgage executed and delivered by Borrower in favor of Lender upon the real estate commonly known as 7540-48 N. Lincoln Avenue, Chicago, Illinois 60614 (the "Property"), recorded on November 8, 2005 as Document No. 0531241053 with the Cook County Recorder of Deeds (the "Mortgage") covering the property described below (hereinafter called the "Mortgaged Premises"):

SEE ATTACHED EXHIBIT "A"

C. That the Mortgage crosscollateralizes all other debt of the Borrower owing to the Lender, including, but not limited to, a Note executed and delivered by Borrower to Lender dated October 31, 2005 in the principal amount of \$1,800,000.00. In addition said mortgage crosscollateralizes any indebtedness of Donald L. Reidelberger and L.W. Van Gogh Investment Corp., an Illinois corporation, that may be owing to Lender.

- D. The maturity date of the Note is November 15, 2006.
- E. The principal balance of the Note as of July 11, 2006 is \$400,000.00.
- F. Borrower has requested that a modification be made in the above-mentioned

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Note and Mortgage to extend an additional credit of \$ 200,000.00 to be available for disbursement pursuant to the Revolving Credit Loan Agreement. (the Note, Mortgage, Revolving Credit Loan Agreement and related loan documents are collectively referred to herein as the "Loan").

- G. Borrower represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises and that the lien of the Mortgage as herein modified, is a valid, first lien of said Mortgage Premises.

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

1. The funds available for disbursement pursuant to the Revolving Credit Loan Agreement will be increased by \$200,000.00 and the Note amount shall be increased to \$600,000.00. The total aggregate principal indebtedness secured by the Mortgage shall likewise be increase by \$200,000.00, from \$2,200,000.00 to \$2,400,000.00.
2. As a condition to entering into this loan modification the undersigned has agreed to a loan modification fee of \$4,000.00 (the "Modification Fee") and to be responsible for any and all costs and fees incurred by Lender associated with the preparation of this Agreement including but not limited to attorney fees and costs of recordation of this Modification Agreement. Further it is understood and agreed that the foregoing charges are earned and due and payable upon execution of this Modification Agreement and shall be construed as additional indebtedness under the Note.
3. All other terms and conditions of the Note, Revolving Credit Loan Agreement and Mortgage shall remain in full force and effect.

In consideration of the modification of the Note, Revolving Credit Loan Agreement and Mortgage by Lender, and the other loan documents as hereinabove set forth, Borrower does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note, secured by the Mortgage and Assignment of Rents, as herein identified and/or modified, and to perform the covenants contained in the aforementioned documents, and Borrower represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid, first and subsisting lien on the Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Note and other loan documents as modified hereby, or the lien created thereby or any other documents executed by Borrower in connection therewith, 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 and other instruments and documents executed in connection with the subject loan, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

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The undersigned hereby authorizes Lender to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

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.

APOLLO BUILDING HOLDINGS, LLC,
an Illinois limited liability company

By: [Signature]
Donald L. Reidelberger, Manager

NORTH COMMUNITY BANK
[Signature]
Its Senior Vice President

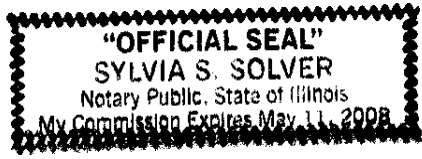
Attest:
By: [Signature]
Its Vice President

State of Illinois)
) ss.
County of Cook)

I, SYLVIA S SOLVER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DIEGO LANGRAN and WILLIAM CHARLES personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the SENIOR VICE PRESIDENT and VICE PRESIDENT of NORTH COMMUNITY BANK, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal this 11 day of July, 2006.

[Signature]
Notary Public



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State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that Donald L. Reidelberger, known to me to be the same person whose name is subscribed to the foregoing instrument as the Manager of APOLLO BUILDING HOLDINGS, LLC, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal this 11th day of July, 2006.



Sylvia Solver

Notary Public

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APOLLO THEATRE

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 FEET CHICAGO CITY DATUM (ALL ELEVATIONS HEREINAFTER DESCRIBED ARE CHICAGO CITY DATUM):

LOTS 1 THROUGH 9, BOTH INCLUSIVE, ALSO LOTS 11, 12 AND 15 (EXCEPT THAT PART OF SAID LOT 15 DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 15; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET; THENCE NORTH 9.89 FEET MORE OR LESS TO THE NORTHWESTERLY LINE OF SAID LOT 15; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET TO THE PLACE OF BEGINNING) IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 112 OF SECTION 29, TOGETHER WITH THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N. SHEFFIELD AVENUE AND RUNNING THENCE NORTH PARALLEL WITH THE CENTER LINE OF SAID N. SHEFFIELD AVENUE, A DISTANCE OF 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF A 14 FOOT WIDE VACATED ALLEY TO A POINT ON THE NORTH LINE OF SAID W. ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF SAID N. SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W. ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING,

TOGETHER WITH THAT PART OF LOTS 4 AND 5 LYING EAST OF THE EAST LINE OF THAT PART OF SAID LOTS 4 AND 5 ACQUIRED BY THE NORTHWESTERN ELEVATED RAILROAD BY DOCUMENT 2769011 IN LILL AND DIVERSEY'S SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID,

TOGETHER WITH THAT PART OF THE VACATED NORTHWESTERLY 14 FOOT ALLEY LYING NORTHEASTERLY OF THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N. SHEFFIELD AVENUE; THENCE NORTH PARALLEL WITH THE CENTER LINE OF N. SHEFFIELD AVENUE, 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID 14 FOOT ALLEY, TO A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF N. SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W. ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOTS 2 THROUGH 9 BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOT 11, LYING NORTH AND NORTHEASTERLY OF THE NORTH AND NORTHEASTERLY LINES OF LOT 12, LYING SOUTHEASTERLY AND SOUTHWESTERLY OF THE SOUTHEASTERLY AND SOUTHWESTERLY LINES OF LOT 15, LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 12, LYING NORTHWESTERLY OF THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 9 ALL IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID AND LYING NORTH OF THE SOUTH LINE OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 AFORESAID, ALL IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PART OF SAID TRACT BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER OF SAID TRACT ALSO BEING THE MOST EASTERLY CORNER OF SAID LOT 9); THENCE NORTH $45^{\circ}-05'-01''$ WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 249.93 FEET TO THE PLACE OF BEGINNING (THE NORTHEASTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHWESTERLY LINE OF N. LINCOLN AVENUE); THENCE SOUTH $44^{\circ}-46'-01''$ WEST, 66.45 FEET; THENCE NORTH $45^{\circ}-11'-09''$ WEST, 64.17 FEET TO THE MOST WESTERLY WEST LINE OF SAID TRACT; THENCE NORTH $00^{\circ}-42'-19''$ EAST ALONG THE MOST WESTERLY WEST LINE OF SAID TRACT, A DISTANCE OF 53.81 FEET TO THE MOST NORTHERLY NORTHWEST LINE OF SAID TRACT (THE MOST NORTHERLY NORTHWEST LINE OF SAID TRACT ALSO BEING THE NORTHWESTERLY LINE OF LOT 4 IN LILL AND DIVERSEY'S SUBDIVISION AFORESAID); THENCE NORTH $45^{\circ}-01'-23''$ EAST, ALONG THE

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MOST NORTHERLY NORTHWEST LINE OF SAID TRACT, A DISTANCE OF 28.0 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT (THE MOST NORTHERLY CORNER OF SAID TRACT ALSO BEING THE MOST NORTHERLY CORNER OF LOT 4 IN LILL AND DIVERSEY'S SUBDIVISION AFORESAID); THENCE SOUTH 45°-05'-01" EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 101.46 FEET TO THE PLACE OF BEGINNING,

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +36.65 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45°-05'-01" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 249.93 FEET; THENCE SOUTH 44°-46'-01" WEST, 66.45 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 44°-46'-01" WEST, 43.36 FEET; THENCE NORTH 45°-13'-59" WEST, 0.58 FEET; THENCE SOUTH 45°-01'-23" WEST, 10.19 FEET TO A SOUTHWESTERLY LINE OF SAID TRACT (SAID SOUTHWESTERLY LINE ALSO BEING THE SOUTHWESTERLY LINE OF LOT S IN LILL AND DIVERSEY'S SUBDIVISION AFORESAID) THENCE NORTH 45°-05'-01" WEST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 11.70 FEET TO THE MOST WESTERLY WEST LINE OF SAID TRACT; THENCE NORTH 00°-42'-18" EAST ALONG THE MOST WESTERLY WEST LINE OF SAID TRACT, A DISTANCE OF 74.55 FEET; THENCE SOUTH 45°-11'-09" EAST, 64.17 FEET TO THE PLACE OF BEGINNING,

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +23.77 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45°-05'-01" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, 249.93 FEET; THENCE SOUTH 44°-46'-01" WEST, 74.11 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 45°-13'-59" EAST, 10.15 FEET; THENCE SOUTH 44°-46'-01" WEST, 7.83 FEET; THENCE SOUTH 45°-13'-59" EAST, 2.02 FEET; THENCE SOUTH 44°-46'-01" WEST 8.0 FEET; THENCE NORTH 45°-13'-55" WEST, 12.17 FEET; THENCE NORTH 44°-48'-01" EAST, 15.83 FEET TO THE PLACE OF BEGINNING,

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.50 FEET DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45°-05'-01" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 249.93 FEET; THENCE SOUTH 44°-46'-01" WEST, 89.94 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 45°-13'-55" EAST, 17.89 FEET; THENCE SOUTH 44°-02'-58" WEST, 1.76 FEET; THENCE SOUTH 45°-08'-31" EAST, 6.92 FEET; THENCE SOUTH 45°-20'-02" WEST, 21.35 FEET; THENCE NORTH 45°-01'-05" WEST, 25.22 FEET; THENCE NORTH 45°-01'-23" EAST, 3.19 FEET; THENCE SOUTH 45°-13'-59" EAST, 0.58 FEET; THENCE NORTH 44°-46'-01" EAST, 19.87 FEET TO THE PLACE OF BEGINNING,

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +23.95 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45°-05'-01" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 249.93 FEET; THENCE SOUTH 44°-46'-01" WEST, 89.94 FEET; THENCE SOUTH 45°-13'-55" EAST, 17.89 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 45°-13'-55" EAST, 6.96 FEET; THENCE SOUTH 45°-20'-04" WEST, 1.78 FEET; THENCE NORTH 45°-08'-31" WEST, 6.92 FEET; THENCE NORTH 44°-02'-58" EAST, 1.76 FEET TO THE PLACE OF BEGINNING,

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45°-05'-01" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 251.0 FEET TO THE PLACE OF

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BEGINNING; THENCE SOUTH 45°-01'-23" WEST, 66.45 FEET; THENCE NORTH 45°-11'-09" WEST 62.80 FEET TO THE MOST WESTERLY WEST LINE OF SAID TRACT; THENCE NORTH 00°-42'-19" EAST ALONG THE MOST WESTERLY WEST LINE OF SAID TRACT, A DISTANCE OF 53.81 FEET TO THE MOST NORTHERLY NORTHWEST LINE OF SAID TRACT; THENCE NORTH 45°-01'-23" EAST ALONG THE MOST NORTHERLY NORTHWEST LINE OF SAID TRACT, A DISTANCE OF 28.0 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT; THENCE SOUTH 45°-05'-01" EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 100.39 FEET TO THE PLACE OF BEGINNING,

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +36.65 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45°-05'-01" EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 251.0 FEET; THENCE SOUTH 45°-01'-23" WEST, 66.45 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 45°-11'-09" EAST, 6.0 FEET; THENCE SOUTH 45°-01'-23" WEST, 46.56 FEET; THENCE NORTH 45°-05'-01" WEST, 5.02 FEET; THENCE SOUTH 45°-01'-23" WEST, 7.0 FEET TO A SOUTHWESTERLY LINE OF SAID TRACT (SAID SOUTHWESTERLY LINE ALSO BEING THE SOUTHWESTERLY LINE OF LOT 5 IN LILL AND DIVERSEY'S SUBDIVISION AFORESAID); THENCE NORTH 45°-05'-01" WEST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 11.70 FEET TO MOST WESTERLY WEST LINE OF SAID TRACT; THENCE NORTH 00°-42'-18" EAST ALONG THE MOST WESTERLY WEST LINE OF SAID TRACT, A DISTANCE OF 74.55 FEET; THENCE SOUTH 45°-11'-09" EAST, 62.80 FEET TO THE PLACE OF BEGINNING,

*O.I.N. # 14-29-419-014-0000
 14-29-419-029-0000
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