This instrument was prepared by and after recording should

be returned to:

NILES, IL

DOLINDA FIOLES FIFTH THIRD BAN 7100 W. DAKTON

60714

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Doc#: 0623440209 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 08/22/2006 02:12 PM Pg: 1 of 4

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123545



EXTENSION, MODIFICATION AND AMENDMENT

This Extension, Modification and Amendment dated 8/13/2006 is made for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Ouroboros, LLC a(n) Illinois Limited Liao in y Company (the "Mortgagor") and Fifth Third Bank, a Michigan banking corporation, 222 South RiversidePlaza, Chicago, Cook County, Illinois 60606, ("Lender") under a certain:

- Mortgage and Security Agreement recorded on May 23 2005 as Document # 0514311423, Page 1-17 in the office of the Cook County, Illunois real estate records, (the "Mortgage"), and
- an Assignment of Rents and Leases recorded on May 23, 2005 as Document # 0514311420.

(the "Mortgage" and Assignment of Rents are the "Mortgage Documents"), which Mortgage Documents encumber the real property described on the attached Exhibit A. Mortgagor and Lender hereby amend the Mortgage Documents as follows:

- The Mortgage Documents secure to Lender the repayment of Indebtedness (as defined in the Mortgage), in the current proposed committed amount of \$750,000.00.
- 2. Mortgagor acknowledges that it will be prepared to pay off the loan in full on the maturity date, and that Lender has never made any representation to Mortgagor that Lender will refinance the loan.

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- 3. Mortgagor acknowledges that the Indebtedness is presently secured by the Mortgage Documents, among others. Mortgagor reaffirms the Mortgage Documents except as modified by this Agreement.
- 4. Mortgagor acknowledges that Lender has performed all of its obligations to Mortgagor to date, that Lender is not in default of any of Lender's obligations, and that Mortgagor has no defenses, setoffs, or other claims against Lender arising out of the Indebtedness or the Mortgage Documents and the Loan Documents (as defined in the Mortgage Documents).
- 5. Mortgagor agrees that this is not a novation of any Indebtedness but merely an extension and/or modification of the existing Indebtedness.
- 6. The Mortgage Documents as amended and modified by this Extension Agreement should be construed together as far as possible. If there is a conflict between the Mortgage Documents or between the Mortgage Documents and this Extension Agreement, the terms of this Extension Agreement contro's.
- Mortgagor acknowledges that it is still bound by the original Mortgage Documents, which remain in full force and effect in accordance with their respective terms except as modified herein and by any amendment document, executed contemporaneously herewith. Except as expressly amended herein, all other terms and provisions of the Mortgage Documents remain in full force and effect. The lien of the Mortgage Documents is in no manner impaired hereby.
- The person signing on behalf of the Mortgagor has been authorized to do so and is able to bind the Mortgagor.

IN WITNESS WHEREOF, this instrument has been executed as of the date first above written.

Mortgagor:

Ouroboros, LLC, an Illinois Limited Liabil tv Company

(Authorized signer)

Stuart E. Grannen, Manager (Print Name and Title)

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The foregoing instrument was acknowledged before Jennu Condos	ore me this 8 13 0 p
	Notary Public

FIFTH THIPD BANK

BAN.

TSIDE Pla.

ODERTHOR CONTROL

OR COOK COUNTY CROPER'S OFFICE 222 South Riverside Plaza, Chicago, Cook County, Illinois 60606

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EXHIBIT "A"

LOTS 20 AND 21 IN BLOCK 24 IN RAVENSWOOD, BEING A SUBDIVISION IN SECTION 17 AND 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-18-403-002-0000

CKA: 4343 N. RAVENSWOOD AVENUE, CHICAGO, IL 60613

