



0623442153

RECORDATION REQUESTED BY:
BRICKYARD BANK
6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL
60712-3631

Doc#: 0623442153 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/22/2006 01:08 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
BRICKYARD BANK
6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL
60712-3631

SEND TAX NOTICES TO:
SMH DAYTON LLC
1137 W. WEBSTER
CHICAGO, IL 60614

FOR RECORDER'S USE ONLY

APR 10K 1 all
8336441 D2

This Modification of Mortgage prepared by:
BRICKYARD BANK
BRICKYARD BANK
6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL 60712

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 15, 2006, is made and executed between SMH DEVELOPMENT LLC, whose address is 1133 W. OAKDALE, CHICAGO, IL 60657 (referred to below as "Grantor") and BRICKYARD BANK, whose address is 6676 N. LINCOLN AVENUE, LINCOLNWOOD, IL 60712-3631 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 31, 2006 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE DATED MARCH 31, 2006 AND RECORDED APRIL 12, 2006 AS DOCUMENT NUMBER 0610242148 FROM SMH DAYTON LLC TO BRICKYARD BANK TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$4,368,000,000.00.

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

LOTS 16, 17 AND 18 IN BLOCK 7 OF SUBDIVISION OF BLOCK 5 OF SHEFFIELDS ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORHT, RANGE 14 EAST OF THE 3RD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS AND THE NORTHERN 18 FEET OF LOT 15 IN BLOCK 7 OF SUBDIVISION OF BLOCK 5 OF SHEFFIELDS ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE 3RD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1942-50 N. DAYTON STREET, CHICAGO, IL 60607. The Real Property tax identification number is 14-32-409-067-1001; 14-32-409-067-1002; 14-32-409-067-1003; 14-32-409-067-1004; 14-32-409-068-1001; 14-32-409-068-1002; 14-32-409-068-1003; 14-32-409-068-1004.

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

MODIFY LEGAL DESCRIPTION DUE TO PARTIAL SALE OF PROPERTY. .

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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 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 JUNE 15, 2006.

GRANTOR:

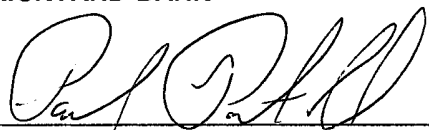
SMH DAYTON LLC

SMH DEVELOPMENT LLC, Manager of SMH DAYTON LLC

By: 
SETH M. HARRIS, Sole Member of SMH DEVELOPMENT LLC

LENDER:

BRICKYARD BANK

X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 15th day of June, 2006 before me, the undersigned Notary Public, personally appeared **SETH M. HARRIS, Sole Member of SMH DEVELOPMENT LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein 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 limited liability company.

By Sonia Capaldo Residing at 6676 n Lincoln Ave
Lincolnwood IL 60462

Notary Public in and for the State of Illinois

My commission expires 12-4-2007

SONIA CAPALDO
 Notary Public, State of Illinois
 My Commission Expires
 December 04, 2007

Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 15th day of June, 2006 before me, the undersigned Notary Public, personally appeared Paul Ponticell and known to me to be the Loan (sup) Officer, 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 Sonia Capaldo Residing at 6676 N Lincoln Ave
Lincolnwood IL 60712

Notary Public in and for the State of Illinois

My commission expires 12-4-2007

