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Doc#: 0626545105 Fee: \$32.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/22/2006 04:51 PM Pg: 1 of 5

Space Above This Line For Recording Data

This instrument was prepared by Loan Operations, Lakeside Bank, 1055 W. Roosevelt Road, Chicago, Illinois 60608-1559

When recorded return to Wan Operations, Lakeside Bank, 1055 W. Roosevelt Road, Chicago, Illinois 60608-1559

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is September 15, 2006. The County Clark's parties and their addresses are:

MORTGAGOR:

1700 HUBBARD, LLC An Illinois Limited Liability Company 2159 Linden Ave Highland Park, Illinois 60035

LENDER:

LAKESIDE BANK

Organized and existing under the laws of Illinois 55 W. WACKER DRIVE CHICAGO, Illinois 60601

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated June 15, 2006 and recorded on June 19, 2006 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Reorder of Deeds as Document number 0617002259 and covered the following described Property:

SEE ATTACHED EXHIBIT "A".

The property is located in Cook County at 1700 W. Hubbard Street, Chicago, Illinois 60622.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:



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- (1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$2,740,858.00. This limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:
 - (1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:
 - (a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 1676529-01, dated June 15, 2006, from Mortgagor to Lender, with a loan amount of \$2,740,858.00 and maturing on December 15, 2007. One or more of the debts secured by this Security Instrument contains a future advance provision.
 - All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure drois incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and decep ive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.
 - (c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument,
- 3. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

By signing, Mortgagor agrees to the terms and covenants contained in this Modification. -16/4'S OFFICO Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

Sarah Matthews Repel

LENDER:

LAKESIDE BANK

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| ACKNOWLEDGMENT. |
|--|
| (Business or Entity) |
| State OF Illivais, Court OF Cook SS |
| This instrument was acknowledged before me this 21 day of by E. Curtis Matthews - Manager of 1700 Hubbard, LLC a Limited Liability Company on behalf of the Limited Liability Company. |
| My commission expires: |
| "OFFICIAL SEAL" FANNY YUEN Notary Public, State of Illinois My Commission Expires 08/17/10 |
| |
| (Business or Entity) State OF Delivary, OF Cook ss. |
| This instrument was acknowledged before me tris 21 day of Sect , 2006 by Sarah Matthews Repel - Manager of 1700 Hubba d, LLC a Limited Liability Company on behalf of the Limited Liability Company. |
| My commission expires: (Notary Pyliblic) |
| "OFFICIAL SEAL" FANNY YUEN Notary Public, State of Illinois My Commission Expires 08/17/10 |
| |

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(Lender Acknowledgment) OF This instrument was acknowledged before me this day of by Suzanne Henson -- Vice President of LAKESIDE BANK, a corporation, on behalf of the corporation. My commission expires:

> 'OFFICIAL SEAL' FANNY YUEN Notary Public, State of Illinois My Commission Expires 08/17/10 Property of Cook County Clark's Office

1700 Hubbard, LLC Illinois Real Estate Modification IL/4XXXbalcd00985400005451005091806Y



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EXHIBIT "A"

PARCEL 1:

LOT 5, AND LOTS 8 THROUGH 14 BOTH INCLUSIVE, (EXCEPT THE WEST 4.30 FEET OF SAID LOT 14) IN EMBREE'S SUBDIVISION OF BLOCK 31 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL THAT PART OF THE EAST WEST 12 FEET PUBLIC ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 9 TO 14, BOTH INCLUSIVE, AND LYING EAST OF AND ADJOINING THE WEST LINE OF LOT 8 EXTENDED SOUTH 12 FEET TO THE NORTH LINE OF SAID LOT 14, IN EMBREE'S SUBDIVISION AFORESAID IN COST COUNTY, ILLINOIS

PARCEL 3:

THE EAST 1/2 OF THE 20 FOCT NORTH AND SOUTH PUBLIC ALLEY LYING WEST OF THE WEST LINE OF LOTS 5 AND 8, LYING EAST OF THE EAST LINE OF LOT 6 AND 7 AND LYING SOUTH OF THE NORTH LINE OF LOT 5 EXTENDED WEST 20 FEET AND LYING NORTH OF THE SOUTH LINE LOT 8 EXTENDED WEST 20 FEET ALSO THE SOUTH 1/2 OF THE EAST AND WEST 12 FOOT PUBLIC ALLEY LYING NORTH OF LOTS 1.4 TO 19, LYING WEST OF THE WEST LINE OF LOT 8 EXTENDED SOUTH 12 FEET AND LYING EAST OF THE EAST LINE OF THE WEST 4.30 FEET OF LOT 14 EXTENDED NORTH; ALSO THE LORTH 1/2 OF THE EAST AND WEST 12 FOOT PUBLIC ALLEY, AFORESAID, LYING SOUTH OF THE NORTH LINE OF LOT 8 EXTENDED WEST 20 FEET, LYING WEST OF THE WEST LINE OF LOT 8 EXTENDED SOUTH 12 FEET TO THE NORTH LINE OF SAID LOT 14 AND LYING EAST OF THE WEST LINE OF THE EAST 1/2 OF THE 20 FOOT NORTH AND SOUTH PUBLIC ALLEY, AFORESAID, EXTENDED SOUTH, ALL IN EMBREE'S SUBDIVISION OF BLOCK 31 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-07-232-009-0000, 17-07-032-010-0000, 17-07-232-014-0000, 17-07-232-015-0000, 17-07-232-016-0000, 17-07-232-017-0000, 17-07-232-018-0000.