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RECORDATION REQUESTED BY:

The PrivateBank and Trust Company Ten North Dearborn Street, Suite 900 Chicago, IL 60602-4202

Doc#: 0629833015 Fee: \$32.00 Eugene "Gene" Moore RHSP Fee;\$10.00

Cook County Recorder of Deeds Date: 10/25/2006 11:19 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

The PrivateBank and Trust Company 517 Green Bay Road Wilmette, IL 62091

SEND TAX NOTICES (C): 8111 ST. LOUIS LIG 7247 North St. Louis Amnue Skokie, IL 60076

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

The PrivateBank and

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 28, 2006, is made and executed between 8111 ST. LOUIS LLC, whose address is 7247 North St. Louis Avenue, Skokie, II 50076 (referred to below as "Grantor") and The PrivateBank and Trust Company, whose address is Ten North Dearborn Street, Suite 900, Chicago, IL 60602-4202 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 29, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

May 12, 2005 in Cook County as document number 0513235131.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 8111 St. Louis Avenue, Skokie, IL 60076. The Real Property tax identification number is 10-23-406-020 & 10-23-406-032.

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

The maturity date will be extended to July 1, 2008. The loan amount will be decreased from \$3,400,000 to \$3,200,000. The rate is being converted from prime plus 1.00%, floating to 7.5% fixed.

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

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### **MODIFICATION OF MORTGAGE** (Continued)

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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 28, 2006.

**GRANTOR:** 

8111 ST. LOWS LLC

M. Schur, Manager of 2117 ST. LOUIS LLC oot County Clark's Office

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

**Authorized Signer** 

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## MODIFICATION OF MORTGAGE (Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT	
STATE OF Illinuis	)
	) SS
COUNTY OF COOK	}
On this 212 day of June	ger of 8111 ST. LOUIS LLC, and known to me to be a
acknowledged the Modification to be the free and very authority of statute, its articles of organization or its mentioned, and on oath stated that he or she is authority Modification on behalf of the limited liability compared to the limited disability disa	oluntary act and deed of the limited liability company, by soperating agreement, for the uses and purposes therein thorized to execute this Modification and in fact executed
Notary Public in and for the State of Director  My commission expires   F-47-2001	"OFFICIAL SEAL" RONALD J. RICHTER NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 08/27/2007
	Contion
	<b>C</b> V

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## (Continued)

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LENDER ACKNOWLEDGMENT	
STATE OF COUNTY OF	) ) SS
On this	at executed the within and foregoing instrument and y act and deed of the said Lender, duly authorized by or the uses and purposes therein mentioned, and on
My commission expires	"OFFICIAL SEAL" RONALD J. RICHTER NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 08/27/2007
LASER PRO Lending, Ver. 5.31.00.004 Copr. Herland Financial Solutions, Inc. 19	397, 2008. All Fire Reserved IL critCFILPL\(\text{Q201.FC TR-7009}\)

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### LEGAL DESCRIPTION:

### PARCEL 1:

THAT PART OF THE WEST 375.0 FEET OF THE EAST 1835.0 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 810.48 FEET THEREOF (ALL MEASURED ALONG THE DIVISIONAL LINES OF SAID QUARTER SECTION) AND LYING SOUTH OF A LINE DRAWN FROM A POINT 206.65 FEET SOUTH OF THE NORTHEAST CORNER TO A POINT 206.37 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT; ALSO

THAT PART OF THE WEST 20.0 FEET OF THE EAST 1855.0 FEET OF THE AFORESAID SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, LYING NORTH OF THE SOUTH 810.48 FEET THEREOF, (AS MEASURED ALONG THE DIVISIONAL LINES OF SAID QUARTER SECTION) AND LYING SOUTH OF A LINE DRAWN FROM A POINT 193.37 FEET SOUTH OF THE NORTHEAST CORNER TO A POINT 193.35 FEET SOUTH OF THE NORTHWEST CORNER OF SAID PARCEL OF LAND; ALSO

THAT PART OF THE WLST 800.00 FEET OF THE EAST 1460.00 FEET, AS MEASURED ALONG THE SECTION DIVISION LINES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 810.48 FEET AND SOUTH OF THE NORTH 275.0 FEET THEREOF, AS MEASURED ALONG THE SECTIONAL DIVISION LINES, AND WEST OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID TRACT, 668.51 FEET WEST OF THE SOUTH EAST CORNER, AS MEASURED ON SAID SOUTH LINE TO A POINT ON THE NORTH LINE OF SAID TRACT, 675.56 FEET WEST OF THE NORTHEAST CORNER, AS MEASURED ON THE NORTH LINE OF SAID TRACT, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER THE "MC CORMICK PARCEL" AS DEFINED THEREIN, AS CAPATED BY THE ACCESS CROSS-EASEMENT AGREEMENT RECORDED MAY 31, 2001 AS DOCUMENT 0010462180.