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PREPARED BY AND WHEN RECORDED MAIL TO:

Steven F. Ginsberg, Esq. Levenfeld Pearlstein, LLC 2 North LaSalle Street Suite 1300 Chicago, Illinois 60602



Doc#: 0701033126 Fee: \$34.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 01/10/2007 11:24 AM Pg: 1 of 6

AMENDMENT NO. 1 TO REAL ESTATE MORTGAGE

Amendment No. 1 to Real Estate Mortgage dated as of August 10, 2006, made by ATG TRUST COMPANY, successor to THE NORTHERN TRUST COMPANY, not personally but as Trustee under Trust No. 101/10 dated July 1, 2004 ("Land Trust") and CHEBEMMA, INC., an Illinois corporation ("Benediclary") (collectively, the "Mortgagor") in favor of NATIONAL CITY BANK of THE MIDWEST ("Mortgagee). This Amendment pertains to the real estate described on Exhibit "A" attached hereto and made a part hereof.

PREAMBLE

Mortgagor gave to Mortgagee that certain Real Estate Mortgage dated August 11, 2004, which was recorded on August 19, 2004 in the Office of the Cook County, Illinois Recorder of Deeds as Document No. 0423239052 (the "Mortgagee"). Mortgagor in requested Mortgagee to modify Mortgagee's existing financing of Mortgagor. Mortgagee has a greed to do so, so long as, among other things, Mortgagor executes and delivers to Mortgagee this Amendment.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, Mortgagor agrees as follows:

1. The first paragraph of the Mortgage is amended to read as follows:

"ATG Trust Company, successor to The Northern Trust Company, not personally but as Trustee under Trust No. 10140 dated July 1, 2004 ("Land Trust") and Chebemma, Inc., an Illinois corporation ("Beneficiary") whose address is c/o Single Site Solutions Corp., 7450 South Quincy Street, Willowbrook, Illinois 60527 (collectively, the "Mortgagor") and NATIONAL CITY BANK f/k/a NATIONAL CITY BANK OF THE MIDWEST for itself and as agent for

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National City Bank, whose address is One North Franklin Street, Suite 3600, Chicago, Illinois 60606, Attention: Mr. Tracy S. Larrison (the "Mortgagee"). Mortgagor is justly indebted to Mortgagee in the principal sum of Eight Million Ninety-Two Thousand Eight Hundred Ninety-Seven and 53/100 Dollars (\$8,092,897.53) evidenced by a certain promissory note dated as of August 11, 2004, as amended from time to time, including, without limitation, as of the date of Amendment No. 1 to this Mortgage (collectively, the "Note") whereby the obligor promises to pay the Note, interest, at the rate provided in the Note and late charges and prepayment premiums, if any, all of which sums, if not sooner paid, are due and payable on February 10, 2008, unless extended in accordance with the terms of the Construction Loan Agreement between the parties, dated as of August 11, 2004, as amended from time to time, including, without limitation, as of the date of Amendment No. 1 to this Mortgage."

- 2. All references to the "Mortgage" in the Mortgage shall mean the "Mortgage" as amended by this Amendment and as may be further amended and/or restated from time to time.
- 3. In all other respects, the Mortgage is hereby restated, reaffirmed and incorporated herein, the only amendments interded to be made thereto being those above set forth. Except as specifically set forth herein to the corticry, all terms defined in the Mortgage shall have the same meanings herein as therein.
- This Amendment is executed by the Land Trust, not personally but as trustee as aforesaid, in the exercise of the power and authority conferred and fixed in its as such trustee, and it is expressly understood and agreed that nothing herein contained shall be constituted as creating any liability on the Land Trust as trustee as aforesaid, or on the Land Trust personally, to pay the Indebtedness or any interest that may accrue hereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability on the Land Trust, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder. Each and all of the representations, warranties, covenants, undertakings and agreements made by the Land Trust as trustee as aforesaid are made for the purpose of binding (and shall be enforceable against) the Beneficiary and its, his, her and/or their successors and assigns. So far as the Land Trust as trustee as aforesaid, and its successors, and the Land Trust, personally, are concerned, Morigagee and the holder or holders of the Note and the owner or owners of the indebtedness accraing hereunder shall look solely to the property hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided, or by action to enforce the personal liability of any guarantor or co-maker.

CHEBEMMA, LYC., an Illinois corporation

By: Mark Hunt

Title: President

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UNOFFICIAL COP ATG Trust Company Successor to

THE NORTHERN TRUST COMPANY, not personally but as Trustee under Trust No. 10140 dated July 1, 2004 and not personally or individually

Title: SRNCE

Property of Cook County Clark's Office

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STATE OF ILLINOIS))SS COUNTY OF COOK)

Before me, a notary public in and for said county and state, personally appeared Mark Hunt, by me known to be the president of Chebemma, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of such corporation, and who, being duly sworn, stated that he, being authorized so to do, signed and delivered the foregoing real estate mortgage as such officer of such corporation as his own free and voluntary act and as the free and voluntary act of such corporation, to tre uses and purposes therein set forth.

Witness my rand and notary seal this $\frac{9\%}{\text{day of }}$

MY COMMISSION EXPIRES: 9/12/2009

OFFICIAL SEAL BARBARA LAURINAITIS MOTARY PUBLIC - STATE OF ILLINOIS To the contract of the contrac

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me, a notary public in and for said county and state, personally appeared Dennis

A. Norder , by me known to be the Sv. Via Prision of Air Trust Co, successor be diablated trust, who is personally known to me to be the same person whose rame is subscribed to the foregoing instrument as such officer of such corporation, and who, being ally sworn, stated that he, being authorized so to do, signed and delivered the foregoing real estate mortgage as such officer of such corporation as his own free and voluntary act and as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

witness my hand and notary seal this $\frac{13}{13}$ day of <u>Juvenies</u>, 2006.

Motary Public

MY COLAMISSION EXPIRES: 9.27-10

OFFICIAL SEAL
AMY D FARRELL
MOTION PUBLIC - STATE OF ILLINOIS
COMMISSION EXPIRES:00:27/10

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 3 IN THE ASSESSOR'S SUBDIVISION OF LOT 6 IN GOTTFRIED KNAUSS' SUBDIVISION OF THE NORTH ½ OF BLOCK 1 AND THE WEST 100 FEET OF THE SOUTH HALF OF SAID BLOCK 1 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINO'S AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, 7 OWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PINS:

17-03-209-974

17-03-200-075

17-03-200-076

COMMONLY KNOWN AS 1163-1167 N. STATE STREET, CHICAGO, ILLINOIS