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RECORDATION REQUESTED BY:

**PALOS BANK AND TRUST
COMPANY
Main Office
12600 S. Harlem Avenue
Palos Heights, IL 60463**



**Doc#: 0701846010 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/18/2007 10:15 AM Pg: 1 of 4**

WHEN RECORDED MAIL TO:

**PALOS BANK AND TRUST
COMPANY
12600 S. HARLEM AVENUE
PALOS HEIGHTS, IL 60463**

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:
PALOS BANK AND TRUST COMPANY
12600 S. Harlem Avenue
Palos Heights, IL 60463**

7-8178

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 9, 2007, is made and executed between KDL Construction Inc., an Illinois Corporation, whose address is 12511 South 80th Avenue, Palos Park, IL 60464 (referred to below as "Grantor") and PALOS BANK AND TRUST COMPANY, whose address is 12600 S. Harlem Avenue, Palos Heights, IL 60463 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 9, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENTS RECORDED JANUARY 26, 2006 AS DOCUMENT #0602602090 & 0602602091 IN THE OFFICE OF COOK COUNTY RECORDER.

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

LOT 17 IN OAK HILLS ADDITION, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 12918 South 78th Court, Palos Heights, IL 60463. The Real Property tax identification number is 23-36-104-006-0000.

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

NOTE, MORTGAGE AND ASSIGNMENT OF RENTS HAVE BEEN INCREASED FROM \$412,500.00 TO \$440,000.00 AND EXTENDED TO SEPTEMBER 9, 2007.

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

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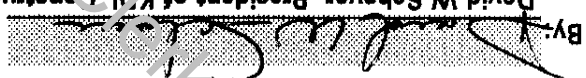
Property of Cook County Clerk's Office

the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser 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.

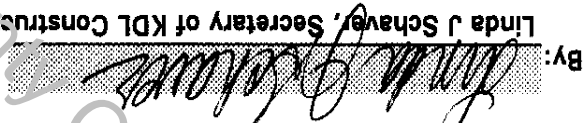
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 9, 2007.

GRANTOR:

KDL CONSTRUCTION INC.

By: 

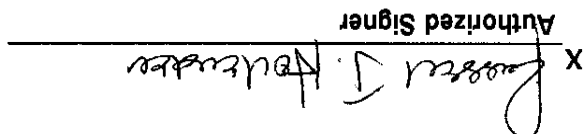
David W. Schaver, President of KDL Construction Inc.

By: 

Linda J. Schaver, Secretary of KDL Construction Inc.

LENDER:

PALOS BANK AND TRUST COMPANY

X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 70008178-01

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CORPORATE ACKNOWLEDGMENT

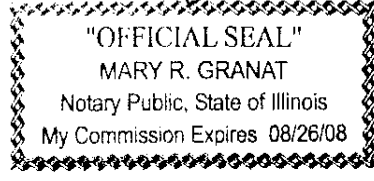
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 9th day of JANUARY, 2007 before me, the undersigned Notary Public, personally appeared **David W Schaver, President; Linda J Schaver, Secretary of KDL Construction Inc.**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Mary R. Granat Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 8-26-08

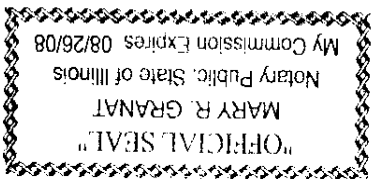


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My commission expires _____

Notary Public in and for the State of _____

By _____

Residing at _____

On this 9th day of January, 2007, before me, the undersigned Notary Public, personally appeared Russell J. Hollender and known to me to be the Vice President, 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.

COUNTY OF COOK)

STATE OF ILLINOIS)

) SS)

LENDER ACKNOWLEDGMENT