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Doc#: 0703117076 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/31/2007 12:51 PM Pg: 1 of 5

Prepared by and Return to:
Ethan W. Smith, Esquire
501 Office Center Drive, Suite 350
Fort Washington, PA 19034
(215) 542-7070

Cook County Parcel Number: 01-27-405-003-0000

MORTGAGE MODIFICATION AGREEMENT

This Mortgage Modification Agreement ("Agreement") is made as of this 18th day of January, 2007, between John Marinakos and Soula Marinakos (hereinafter referred to as "Mortgagor") and Business Loan Center, LLC ("BLC").

BACKGROUND

A. Mortgagor is the owner of a certain parcel of land located at Cook County, Illinois, being commonly known as 51 Lexington Road South, Barrington, Parcel No. 01-27-405-003-0000, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises"); and

B. A Guarantee was executed by Mortgagor and delivered to BLC dated November 10, 2006, (the "Guarantee"), securing a note from BLC to Fresh Point Market, LLC in the original principal amount of \$1,540,000.00 (the "Note"), secured by a Mortgage from Mortgagor to BLC encumbering the Premises dated as of November 10, 2006, and recorded in the office of the Recorder of Deeds for Cook County on 11-27-2006, as Document No. 0633110038 ("Mortgage"), and

C. The parties desire to modify the Mortgage as follows:

The amount of the Note securing the Mortgage has been increased to One Million Seven Hundred Eighty Four Thousand Dollars and no/100 \$1,784,000.00.

NOW THEREFORE, in consideration of the mutual promises contained herein, the addition of the language referred to in Section C above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, hereby modify the Mortgage as follows:

1. Amendment to Mortgage. The Mortgage is hereby amended to add the language referred to in Section C above. Mortgagor hereby agrees that the Mortgage secures the payment, performance and observance of all of the liabilities, obligations, covenants and agreements from Mortgagor to Lender, and also secures the payment, performance and observance of all of the liabilities, obligations, covenants and agreements from Mortgagor and Note to Lender. The term "Note" as defined

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in the Mortgage shall hereinafter refer to and include the Note as executed on November 10, 2006 as amended.

2. No Impairment of Lien Priority. It is the intention of the parties hereto that neither this Agreement nor any related documents shall in any way adversely affect or impair the priority of the lien of the Mortgage. If it is determined that any other person or entity other than the Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Agreement, the original terms of the Note and Security Documents and Loan Agreement shall be severable from this Agreement and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and the Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Agreement. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of the Lender over any party which were in existence before the date of execution of this Agreement shall remain in effect after the execution of this Agreement.

3. Miscellaneous.

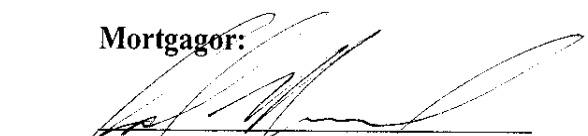
(a) Mortgagor hereby reaffirms and restates each warranty, covenant and representation made by Mortgagor in the Mortgage, with the same force and effect as if such warranty, covenant or representation were set forth at length herein, and further warrants, covenants and represents that no fact or condition exists which constitutes, or with the passage of time, the giving of notice, or both, would constitute an Event of Default under the Mortgage.

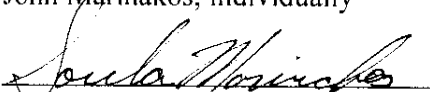
(b) Each capitalized term not otherwise defined in this Agreement shall have the meaning given to it in the Mortgage, Assignment of Leases and Rents, and Assignment of Mortgage.

(c) Except as specifically amended hereby, the Mortgage shall and does remain in full force and effect and is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Mortgagor:


John Marinakos, individually


Soula Marinakos, individually

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MORTGAGOR ACKNOWLEDGMENT

STATE OF ILLINOIS :
 :
COUNTY OF COOK : SS

BE IT REMEMBERED that on this 18 day of JANUARY, 2007, before me, the subscriber, personally appeared John Marinakos and Soula Marinakos, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Ray H. Burgan
Notary Public

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Exhibit A

LOT 30 IN SOUTH BARRINGTON LAKE UNIT 1, BEING A SUBDIVISION OF PARTS OF THE SOUTHWEST $\frac{1}{4}$ AND THE SOUTHEAST OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 1977 AS DOCUMENT 24151128, IN THE RECORDER OF DEEDS OFFICE, COOK COUNTY, ILLINOIS.

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