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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING SHOULD
RETURNED TO:

Doc#: 0706850049 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/09/2007 01:49 PM Pg: 1 of 5

Stephen M. Alderman, Esq.
Garfield & Merel, Ltd
Suite 1010
223 West Jackson Street
Chicago, Illinois 60606

EXTENSION AND MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

This Extension and Modification of Mortgage and Assignment of Rents dated as of the 28th day of February, 2007 by 1430 THOME, LLC, an Illinois limited liability company (hereinafter referred to as "Maker"), and THE PRIVATEBANK AND TRUST COMPANY (hereinafter referred to as "Lender").

RECITALS:

WHEREAS, Lender is the holder of a certain Note, dated September 7, 2005, in the original principal amount of ONE MILLION SEVEN HUNDRED SEVENTEEN THOUSAND (\$7,717,000.00) DOLLARS, executed by Maker (hereinafter referred to as the "Note").

WHEREAS, Maker has on even date hereof executed a Note Extension and Modification, extending the due date of the Note to February 28, 2008 ("Note Extension").

WHEREAS, the Note is secured by the following "Loan Documents" executed by Maker:

- A. Mortgage ("Mortgage") dated September 7, 2005 and recorded September 16, 2005, with the Cook County Recorder of Deeds as Document No. 0525904096, on the Real Estate legally described in Exhibit A which is attached hereto and by this reference incorporated herein, hereinafter referred to as the "Premises."
- B. Assignment of Rents and Leases ("Assignment of Rents") dated September 7, 2005 and recorded September 16, 2005, with the Cook County Recorder of Deeds as Document No. 0525904097.

The above documents are hereinafter jointly referred to as the "Loan Documents."

NOW, THEREFORE, in consideration of the above set forth recitals and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

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1. The recitals hereinbefore set forth are hereby made a part hereof and incorporated herein as if fully set forth. All terms defined in the Loan Documents and not otherwise defined herein shall have the same definitions as in the Loan Documents when used herein.

2. All references to the Note in the Loan Documents shall be deemed to refer to the Note as modified by the Note Extension.

3. The Loan Documents described herein be and are hereby modified to change the due dates therein to February 28, 2008, unless sooner due and payable, and that the Loan Documents be and are hereby extended and shall remain in full force and effect through and until all monies due under the Note is amended from time to time are paid in full.

4. The parties hereto intend this instrument to operate as an extension of the Loan Documents and do not intend that a new mortgage or assignment of rents be created hereby.

5. Nothing in this Agreement shall change or modify in any manner the conditions and covenants of the Loan Documents, except as specifically stated herein, and such Loan Documents shall otherwise remain in full force and effect and by the execution hereof Maker reaffirms each and all of the representations, warranties, obligations, covenants and agreements of Maker set forth in the Loan Documents.

6. In the event of a conflict or inconsistency between this Agreement and the Loan Documents, the terms herein shall supersede and govern.

[Signatures on following page]

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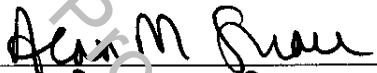
IN WITNESS WHEREOF, the parties hereto have executed this Extension and Modification of Mortgage and Assignment of Rents Agreement as of the day and year first above written.

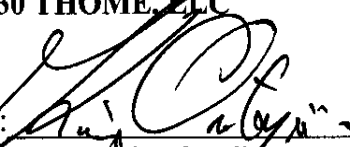
LENDER:


MAKER:

THE PRIVATEBANK AND TRUST COMPANY

1430 THOME, LLC

By: 
Name: Adam M. Spive
Title: Managing Director

By: 
Name: Kriza Ostojic
Title: Manager

By: 
Name: John Majic
Title: Manager

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STATE OF Illinois)
) SS.
COUNTY OF Lake)

I, Mary K. Parkinson, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Alan M. Share, the Managing Director of The PrivateBank and Trust Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of February, 2007.

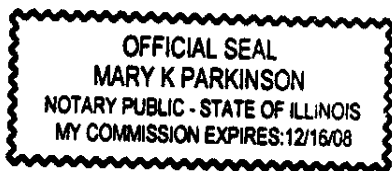


Mary K. Parkinson
Notary Public

STATE OF Illinois)
) SS.
COUNTY OF Lake)

I, Mary K. Parkinson, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Kriza Ostojic and John Majic, as Managers of 1430 Thome, LLC, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of February, 2007.



Mary K. Parkinson
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

LOT 33 IN EDGEWATER PARK, BEING A SUBDIVISION OF THE NORTHWEST QUARTER (EXCEPT THE NORTH 26 RODS AND 11 FEET THEREOF) OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1430-32 W. Thome, Chicago, Illinois.

PIN NUMBER(S): 14-05-109-017