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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Banking - Morton
Grove
6201 W. Dempster Avenue
Morton Grove, IL 60053

Doc#: 0713713014 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/17/2007 07:46 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
6111 N. River Rd.
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

John Sheahan/Ln #224472/LR #16064/Trans #26002
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated April 6, 2007, is made and executed between Kinzie Building Company, L.L.C., an Illinois limited liability company, whose address is 415 North Aberdeen Street, Chicago, IL 60622 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6201 W. Dempster Avenue, Morton Grove, IL 60053 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 6, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of February 6, 2006 executed by Kinzie Building Company, L.L.C. ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on February 9, 2006 as document no. 0604018007, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on February 9, 2006 as document no. 0604018008.

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

PARCEL 1, PARCEL 2 AND PARCEL 3: (COMMONLY KNOWN AS 412-418 N. CARPENTER STREET, CHICAGO, IL 60622)

THE NORTH 30 FEET OF LOT 4 IN BLOCK 6 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (PERMANENT INDEX NO. 17-08-256-005-0000)
(AND)

by
AS
5
my
JMK

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THE SOUTH 10 FEET OF LOT 4 AND NORTH 1/2 OF LOT 5 IN BLOCK 6 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (PERMANENT INDEX NO. 17-08-256-006-0000)

(AND)

THE SOUTH 1/2 OF LOT 5 IN BLOCK 6 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (PERMANENT INDEX NO. 17-08-256-007-0000)

The Real Property or its address is commonly known as 412-418 N. Carpenter Street, Chicago, IL 60622. The Real Property tax identification number is 17-08-256-005-0000; 17-08-256-006-0000 and 17-08-256-007-0000.

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means singularly and collectively the following described Promissory Notes (which notes are Cross-collateralized and Cross-defaulted as herein provided): (i) that certain Promissory Note dated April 6, 2007 in the original principal amount of \$2,532,525.00 executed by Borrower payable to the order of Lender, (ii) that certain Promissory Note dated February 6, 2006 in the original principal amount of \$1,181,000.00 executed by Borrower payable to the order of Lender, and (iii) that certain Promissory Note dated December 21, 2004 in the original principal amount of \$697,500.00 executed by Borrower payable to the order of Lender, all as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$8,822,050.00.

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 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.

WAIVER. GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:

- (1) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (i) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY BE DELIVERED RELATED TO THIS AGREEMENT OR (ii) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH, IN FURTHERANCE OF, OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT RELATED THERETO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY;
- (2) EVERY DEFENSE, INCLUDING, WITHOUT LIMITATION, BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING, AND ANY CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH GRANTOR MAY HAVE TO ANY

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MODIFICATION OF MORTGAGE

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ACTION BY LENDER IN ENFORCING

THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH, RELATED TO, OR IN FURTHERANCE OF THIS AGREEMENT.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 6, 2007.

GRANTOR:

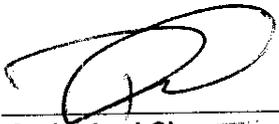
KINZIE BUILDING COMPANY, L.L.C.

By: 
Thomas P. Owens, Manager of Kinzie Building Company, L.L.C.

By: 
Patricia A. Owens-Saelens, Manager of Kinzie Building Company, L.L.C.

LENDER:

MB FINANCIAL BANK, N.A.

X 
Authorized Signer

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____)

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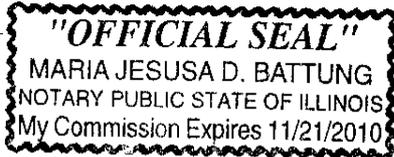
COUNTY OF _____)

On this 2nd day of May, 2007 before me, the undersigned Notary Public, personally appeared **Thomas P. Owens, Manager; Patricia A. Owens-Saelens, Manager of Kinzie Building Company, L.L.C.**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By Maria Jesusa D. Battung Residing at Morton Grove

Notary Public in and for the State of _____

My commission expires _____



NOTARY PUBLIC OF COOK COUNTY Clerk's Office

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LENDER ACKNOWLEDGMENT

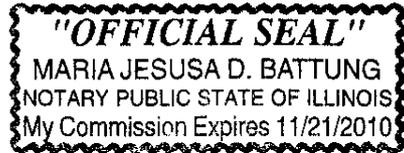
STATE OF _____)
) SS
 COUNTY OF _____)

On this 2nd day of May, 2007 before me, the undersigned Notary Public, personally appeared Ron Catalano and known to me to be the V.P., 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.

By Maria Jesusa D. Battung Residing at Morton Grove

Notary Public in and for the State of _____

My commission expires _____



Cook County Clerk's Office