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INSTRUMENT PREPARED BY:

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Martin & Karcazes, Ltd.
161 N. Clark St. - Suite 550
Chicago, Illinois 60601



Doc#: 0721455110 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/02/2007 03:42 PM Pg: 1 of 4

MAIL TO:

Edens Bank
3245 W. Lake Avenue
Wilmette, IL 60091

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this 30th day of May, 2007, by and between JHC INVESTMENTS, LLC, an Illinois limited liability company, and SPL INVESTMENTS, LLC, an Illinois limited liability company (hereinafter collectively referred to as the "Borrower"), and EDENS BANK, an Illinois banking corporation, with an office at 3245 W. Lake Avenue, Wilmette, IL 60091 (hereinafter called "Lender").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On January 16, 2007, for full value received, the Borrower executed and delivered to Lender a Promissory Note in the principal amount of SIX HUNDRED THOUSAND DOLLARS (\$ 600,000.00) (hereinafter called the "Note") in conjunction with a Line of Credit Loan Agreement of even date (the "Line of Credit Loan Agreement").

B. Borrower (also sometimes referred to herein as the "Mortgagor") secured the obligations under the Loan by granting to Lender a certain Mortgage (hereinafter called the "Mortgage") and an Assignment of Lease and Rents, of even date with said Note, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage and Assignment of Leases and Rents were recorded on December 16, 2005 as Document No. 0706505062 and 0706505063, respectively, with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

LOTS 4, 5 AND 33 IN ALBERT H. AHRENS HOMESTEAD ACRES SUBDIVISION, OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 1947 AS DOCUMENT 14126112.

PERMANENT INDEX NUMBERS: 09-15-306-005 (Lot 33)
 09-15-306-055 (Lots 4 and 5)

COMMON ADDRESS: 2434 Dempster, Des Plaines, IL 60016

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C. The Note, Mortgage, Assignment of Leases and Rents and Line of Credit Loan Agreement along with the related documents executed by Borrower in conjunction with the foregoing documents are hereinafter collectively referred to as the "Loan".

D. Borrower has requested that additional funds be advanced under the above-mentioned Loan and Lender has agreed thereto on the terms and conditions as set forth herein.

E. The outstanding principal balance of said Note as of May 30, 2007, is \$513,400.00 with \$86,600.00 available for disbursement under the Line of Credit Loan Agreement.

F. Borrower represents to Mortgagee that, there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Mortgagee, and such subsequent lienholder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Mortgage, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A"), and that the lien of the Mortgage, as herein modified, is a valid, first and subsisting lien of said Mortgaged Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree that the Loan is hereby modified as follows:

1. The Note amount shall be increased by \$400,000.00 from \$600,000.00 to \$1,000,000.00 and the funds available under the Line of Credit Loan Agreement will be increased by \$400,000.00 (the "Newly Available Funds") increasing the maximum amount that may be borrowed under the Line of Credit Loan Agreement from \$600,000.00 to \$1,000,000.00. The Mortgage is hereby modified to secure the Note in the increased amount of \$1,000,000.00. The Newly Advanced Funds will be disbursed in accordance with the terms and conditions of the Line of Credit Loan Agreement.
2. As a condition to entering into this loan modification the undersigned has agreed to a loan modification fee of \$ 4,000.00 (the "Modification Fee") and to be responsible for any and all costs and fees incurred by Lender associated with the preparation and recordation of this Modification Agreement including title costs and attorney's fees of \$850.00. Further, it is understood and agreed that the foregoing charges are earned and due and payable upon execution of this Modification Agreement and shall be construed as additional indebtedness under the Note.
3. All other terms and conditions of the Loan, including the Note, Line of Credit Loan Agreement, Mortgage and Assignment of Leases and related loan documents, shall remain in full force and effect.

In consideration of the modification of the terms of the Loan, as hereinabove set forth, Borrower does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note and secured by the Mortgage as herein modified, and to perform the covenants

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- 3. All other terms and conditions of the Loan, including the Note, Line of Credit Loan Agreement and Mortgage and related loan documents, shall remain in full force and effect.

In consideration of the modification of the terms of the Note, Line of Credit Loan Agreement and Mortgage by Lender, as hereinabove set forth, Borrower does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note and secured by the Mortgage as herein modified, and to perform the covenants contained in the Mortgage and Line of Credit Loan Agreement, and Mortgagor and Borrower represent to Lender that there is no junior mortgage, or other subsequent lien now outstanding against the Mortgaged Premises, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid, second and subsisting lien on said Mortgaged Premises subject only to the first mortgage lien of the Lender.

Nothing herein contained shall in any manner whatsoever impair the Note and the Mortgage as modified hereby, or the lien created thereby or any other documents executed by Borrower in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Mortgagee under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note, Line of Credit Loan Agreement, Mortgage and other instruments and documents executed in connection with the subject Mortgage loan, shall remain in full force an effect and shall be binding upon the parties hereto, their successors and assigns.

The undersigned hereby authorizes Lender to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

EDENS BANK

BY:


 TTS LOAN ADMINISTRATOR

JHC INVESTMENTS, LLC, an Illinois limited liability company

By:

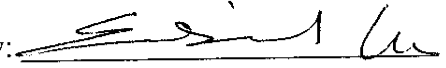

 Jay H. Chie, Its Manager

By:

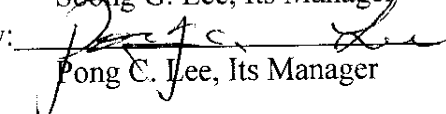

 Hyun J. Chie, Its Manager

SPL INVESTMENTS, LLC, an Illinois limited liability company

By:


 Soeng G. Lee, Its Manager

By:


 Pong C. Lee, Its Manager

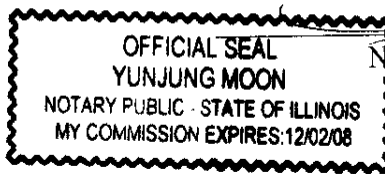
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State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that Jay H. Chie and Hyun J. Chie, known to me to be the same persons whose names are subscribed to the foregoing instrument as Manager of JHC INVESTMENTS, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Dated: May ____, 2007

State of Illinois)
) ss.
County of Cook)

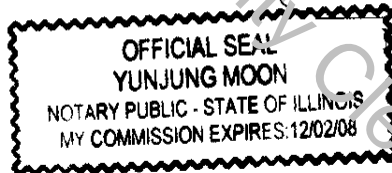


Notary Public

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that Soong G. Lee and Pong C. Lee, known to me to be the same persons whose names are subscribed to the foregoing instrument as Manager SPL INVESTMENTS, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Dated: May ____, 2007

State of Illinois)
) ss.
County of Cook)



Notary Public

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that on this day personally appeared before me, _____ and _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the _____ President and _____ Secretary of EDENS BANK and acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed, and as the free and voluntary act of said corporation for the uses and purposes set forth.

Date: May ____, 2007

Notary Public