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RECORDATION REQUESTED BY:

Bridgeview Bank Group
7940 S. Harlem Ave.
Bridgeview, IL 60455

Doc#: 0722609055 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/14/2007 11:47 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:

Bridgeview Bank Group
ATTN: Loan Operations
4753 N Broadway
Chicago, IL 60640

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Bridgeview Bank Group
4753 N. Broadway
Chicago, IL 60640

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 18, 2007, is made and executed between 858-868 North Franklin LLC, whose address is c/o Steve Golovan, Castlebar Enterprises, Inc., 2636 N Lincoln Avenue, 1st Floor, Chicago, IL 60614 (referred to below as "Grantor") and Bridgeview Bank Group, whose address is 7940 S. Harlem Ave., Bridgeview, IL 60455 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 19, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded July 22, 2004 as Document 0420403089 and 0420403090; respectively.

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

LOTS 18, 19, 20, 21, AND 22 IN BLOCK 27 IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 858-64 North Franklin, Chicago, IL 60610. The Real Property tax identification number is 17-04-437-014, 17-04-437-015, 17-04-437-016, 17-04-437-017.

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

Increase the principal amount secured from \$3,155,000.00 to 3,770,000.00; Increase the maximum lien amount from \$6,310,000.00 to \$7,540,000.00 as evidenced by Promissory note dated June 18, 2007. All other terms and conditions of the original Mortgage shall remain in full force and effect.

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

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 613619600-11602

(Continued)

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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.

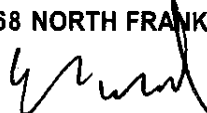
CROSS-COLLATERALIZATION CLAUSE. To ensure payment of this Note and of all other liabilities of the Grantor to the Lender, however created, whether now existing or arising later, whether direct or indirect, whether absolute or contingent, and whether due or to become due (this Note and all such other liabilities being called the "Indebtedness"), the Grantor pledges to the Lender and grants to the Lender a security interest in all property of the Grantor of any kind, now or at any time assigned, transferred or delivered to or left in the possession of the Lender by or for the account of the Grantor, including but without limitation all property described in Commercial Security Agreements describing collateral from time to time issued by Lender to or for the account of the Grantor (property and any substitutions or additions being called the "Collateral"). A default by Grantor of any term of any Note (whether by failure to make any payment or payments due thereunder or otherwise) evidencing any portion of the Indebtedness shall be a default of this Note, and shall also be a default of all other Notes evidencing any portion of the Indebtedness held by Lender on the date of any such default. A default by Grantor of any provision of this Note shall constitute a default of each and every Note representing all or any portion of the Indebtedness.

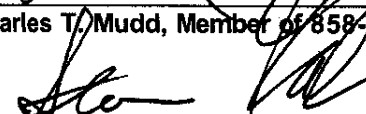
This loan shall be cross-collateralized and cross-defaulted with Loan No. 613619600-11601 in the amount of \$2,319,999.90.

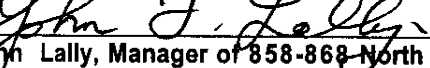
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 18, 2007.

GRANTOR:

858-868 NORTH FRANKLIN LLC

By: 
Charles T. Mudd, Member of 858-868 North Franklin LLC

By: 
Steven Golovan, Member of 858-868 North Franklin LLC

By: 
John Lally, Manager of 858-868 North Franklin LLC

LENDER:

BRIDGEVIEW BANK GROUP

x 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 613619600-11602

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF COOK) SS
)

On this 10th day of JULY, 2007 before me, the undersigned Notary Public, personally appeared **Charles T. Mudd, Member of 858-868 North Franklin LLC**, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at 2636 N Lincoln Ave

Notary Public in and for the State of Illinois
 My commission expires 05/23/2009



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MODIFICATION OF MORTGAGE (Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF COOK) SS
)

On this 10th day of JULY, 2007 before me, the undersigned Notary Public, personally appeared **Steven Golovan, Member of 858-868 North Franklin LLC**, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at 2636 N Lincoln Ave

Notary Public in and for the State of Illinois

My commission expires 05/23/2009



County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF COOK) SS
)

On this 10th day of JULY, 2007 before me, the undersigned Notary Public, personally appeared John Lally, Manager of 858-868 North Franklin LLC, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at 2636 N Lincoln Ave

Notary Public in and for the State of Illinois

My commission expires 05/23/2009



County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 613619600-11602

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 18th day of July 2007 before me, the undersigned Notary Public, personally appeared Michael Murphy and known to me to be the Commercial Loan Officer 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 [Signature] Residing at 1970 N. Halsted, Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 06/27/2010



Cook County Clerk's Office