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This instrument was prepared by and after recording should be returned to:

Fifth Third Bank Attn: D. Flores 7100 W. Oakton St. Niles, IL 60714 Doc#: 0727855103 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 10/05/2007 04:22 PM Pg: 1 of 4

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### EXTENSION, MCD'FICATION AND AMENDMENT

This Extension, Modification and Amenoment dated 10/1/2007 is made for good and valuable consideration, the receipt and sufficiency of v hich is hereby acknowledged, the undersigned, <u>Ouroboros, LLC</u> a(n) Illinois Limited Liaointy Company (the "Mortgagor") and Fifth Third Bank, a Michigan banking corporation, 222 South Riverside Plaza, Chicago, Illinois 60606, ("Lende.") under a certain:

- (a) Mortgage and Security Agreement recorded May 23, 2005 as Document No. 0514311423 in the office of the Cook County, Illinois real estate records, (the "Mortgage"), and
- (b) an Assignment of Rents and Leases recorded May 23, 2005 as Document No. 0514311425 in the office of the Cook County, Illinois real estate records (the "Assignment of Rents"), and

(the "Mortgage" and Assignment of Rents are the "Mortgage Documents"), which Mortgage Documents encumber the real property described on the attached Exhibit A. Mortgagor and Lender hereby amend the Mortgage Documents as follows:

1. The Mortgage Documents secure to Lender the repayment of Indebtedness (as defined in the Mortgage), in the current proposed committed amount of \$885,480.56.

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- 2. Mortgagor acknowledges that it will be prepared to pay off the loan in full on the maturity date, and that Lender has never made any representation to Mortgagor that Lender will refinance the loan.
- 3. Mortgagor acknowledges that the Indebtedness is presently secured by the Mortgage Documents, among others. Mortgagor reaffirms the Mortgage Documents except as modified by this Agreement.
- 4. Mortgagor acknowledges that Lender has performed all of its obligations to Mortgagor to date, that Lender is not in default of any of Lender's obligations, and that Mortgagor has no defenses, setoffs, or other claims against Lender arising out of the Indebtedness or the Mortgage Documents and the Loan Documents (as defined in the Mortgage Documents).
- 5. Merigagor agrees that this is not a novation of any Indebtedness but merely an extension and/or modification of the existing Indebtedness.
- 6. The Mortgage Documents as amended and modified by this Extension Agreement should be construed together as far as possible. If there is a conflict between the Mortgage Documents or between the Mortgage Documents and this Extension Agreement, the terms of this Extension Agreement controls.
- 7. Mortgagor acknowledges that it is still bound by the original Mortgage Documents, which remain in full force and effect in accordance with their respective terms except as modified herein and by any amendment documents executed contemporaneously herewith. Except as expressly amended herein, all other terms and provisions of the Mortgage Documents remain in full force and effect. The lien of the Mortgage Documents is in no manner impaired hereby.
- 8. The person signing on behalf of the Mortgagor has been authorized to do so and is able to bind the Mortgagor.

IN WITNESS WHEREOF, this instrument has been executed as of the date first above written.

Mortgagor:

Ouroboros, LLC, an Illinois Limit a Liability

Company,

(1) (1)

(Authorized signer)

(Print Name and Title)

STUARTGRANNES

MCMBOR

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State of)	
County of) SS:	
	before me this
The foregoing instrument was acknowledged bySTUHRT_GRANNE	<u>R</u>
	Linda Tuentes
	Notary Public
%	OFFICIAL SEAL
FIFTH THIRD BANK 1701 W. Golf Road, Reiling Meadows, IL 60008	Notery Public - State of Binois My Commission Expires May 24, 2011
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### **EXHIBIT A**

#### The Real Estate

### LEGAL DESCRIPTION:

PARCEL 1:

LOTS 20 AND 21 IN BLOCK 24 IN RAVENSWOOD, BEING A SUBDIVISION IN SECTION 17 AND 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLUNOIS.

PIN: 14-18-403-002 0000

WOOD AV.

COOK COUNTY CLORES OFFICE CKA: 4343 N. RAVEYSWOOD AVENUE, CHICAGO, IL 60613