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RECORDATION REQUESTED BY:
NEW CENTURY BANK, an
Illinois banking corporation
363 W. Ontario
Chicago, IL 60610

Doc#: 0729718060 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/24/2007 10:56 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:
NEW CENTURY BANK, an
Illinois banking corporation
363 W. Ontario
Chicago, IL 60610

SEND TAX NOTICES TO:
NEW CENTURY BANK, an
Illinois banking corporation
363 W. Ontario
Chicago, IL 60610

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Techie L. Vargas, LOAN DOCUMENTATION
NEW CENTURY BANK, an Illinois banking corporation
363 W. Ontario
Chicago, IL 60610

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 15, 2007, is made and executed between 300 Oakley L.L.C., an Illinois limited liability company, whose address is 300 N. Oakley Blvd., Chicago, IL 60614 (referred to below as "Grantor") and NEW CENTURY BANK, an Illinois banking corporation, whose address is 363 W. Ontario, Chicago, IL 60610 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 2, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded on August 6, 2006 as Document No. 0010710395.

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

The Real Property or its address is commonly known as 300 N. Oakley Blvd., Chicago, IL 60612. The Real Property tax identification number is 17-07-301-048; 17-07-301-049; 17-07-301-052.

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

The principal amount of the loan is increased from Five Hundred Thousand and No/100 Dollars (\$500,000.00) to Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00). The maximum lien is increased from One Million Dollars (\$1,000,000.00) to One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00).

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

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 9002

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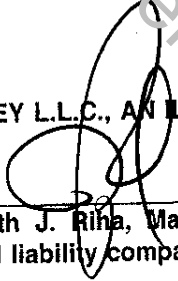
in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 15, 2007.

GRANTOR:

300 OAKLEY L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY

By:



Kenneth J. Riha, Manager of 300 Oakley L.L.C., an Illinois limited liability company

LENDER:

NEW CENTURY BANK, AN ILLINOIS BANKING CORPORATION

X



Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 9002

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

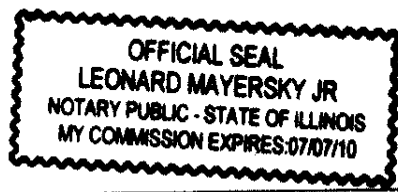
STATE OF Illinois)
) SS
 COUNTY OF COOK)

On this 20th day of September, 2007 before me, the undersigned Notary Public, personally appeared **Kenneth J. Riha, Manager of 300 Oakley L.L.C., an Illinois limited liability company**, 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 Leonard Mayersky Jr. Residing at 1534 W. North Ave.

Notary Public in and for the State of IL

My commission expires 7/07/10



County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 9002

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

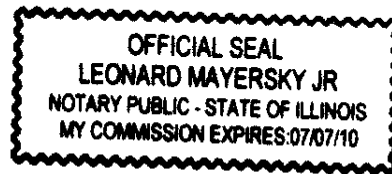
On this 20th day of September, 2007 before me, the undersigned Notary Public, personally appeared Anthony Spear and known to me to be the Vice President authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act 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 Leonard Mayersky Jr.

Residing at 1534 W. North Ave.

Notary Public in and for the State of IL

My commission expires 7/07/10



Cook County Clerk's Office

UNOFFICIAL COPY**LEGAL DESCRIPTION:**

PARCEL 1: LOTS 13 TO 16, BOTH INCLUSIVE, IN I. R. DILLER'S SUBDIVISION OF BLOCK 40 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 17 (EXCEPTING THEREFROM THAT PART OF THE SOUTH 33 FEET OF SAID LOT LYING WEST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 22) IN THE RESUBDIVISION OF LOTS 17 TO 30 AND LOTS 63 TO 76 OF I. R. DILLER'S SUBDIVISION IN BLOCK 40 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF THE NORTH AND SOUTH 18-FOOT VACATED ALLEY LYING SOUTH OF THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 13 IN I. R. DILLER'S SUBDIVISION AFORESAID AND LYING NORTH OF THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 33 FEET OF LOT 17 IN THE RESUBDIVISION OF LOTS 17 TO 30 AND LOTS 63 TO 76 OF I. R. DILLER'S SUBDIVISION IN BLOCK 40 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOTS 1 THROUGH 6 AND THE PRIVATE ALLEY LYING NORTH OF AND ADJOINING LOTS 3, 4 AND 5 IN THE SUBDIVISION OF LOTS 19, 20, AND 21; TOGETHER WITH THAT PART OF THE EAST AND WEST 15-FOOT VACATED ALLEY LYING NORTH OF AND ADJOINING SAID LOTS IN THE RESUBDIVISION OF LOTS 17 TO 30 AND LOTS 63 TO 76 OF I. R. DILLER'S SUBDIVISION IN BLOCK 40 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5: LOT 22 TOGETHER WITH THAT PART OF THE EAST AND WEST 15-FOOT VACATED ALLEY LYING NORTH OF AND ADJOINING SAID LOT IN THE RESUBDIVISION OF LOTS 17 TO 30 AND LOTS 63 TO 76 OF I. R. DILLER'S SUBDIVISION IN BLOCK 40 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

300 N Oakley Blvd
17-07-301-048
17-07-301-049
17-07-301-052