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PREPARED BY, AND RECORD AND RETURN TO:

Alvin J. Helfgot Deutsch, Levy & Engel, Chtd. 225 West Washington Street Suite 1700 Chicago, IL 60606 (312) 346-1460

ADDRESSES OF PROPERTIES:

5800 N. Wintarop Chicago, Illinois

PIN: 14-05-400-002



Doc#: 0729854046 Fee: \$34.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 10/25/2007 11:06 AM Pg: 1 of 6

For Recorder's Use Only

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MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS MODIFICATION OF MORTGAGE AND SECURITY AND COLLATERAL ASSIGNMENT OF LEASES AND RENTS (this "Modification Agreement"), made as of September 1, 2007 by and between WINMORE, 'LLC, an Illinois limited liability company ("Mortgagor"), and THE PRIVATEBANK (N'D TRUST COMPANY ("Mortgagee").

WITNESSETH:

PRAIRIE TITLE INC. 6821 NORTH AVENUE OAK PARK, IL 60302

THAT WHEREAS, pursuant to a Loan Agreement dated as of August 19, 2004 by and among Mortgagor, Mortgagee and Guarantors (as such term is defined in said Loan Agreement), as amended by that certain Amendment to Loan Agreement of even date herewith, Mortgagee made a \$1,840,000.00 loan to Mortgagor (the "Loan").

Repayment of the Loan is secured by the Property, pursuant to that certain Mortgage and Security Agreement dated as of August 19, 2004 and recorded in the Office of the Cook County Recorder of Deeds (the "Recorder") on September 15, 2004 as Document No. 0425939072 (the "Mortgage") and by that certain Collateral Assignment of Leases and Rents dated as of August 19, 2004 and recorded with the Recorder on September 15, 2004, as Document No. 0425939073 (the "Assignment").

The principal balance of the Loan is \$1,743,034.61.

The Mortgagor has requested and the Bank has agreed to extend the maturity of the Loan from September 1, 2007 to September 1, 2010.

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The parties hereto desire to enter into this Modification Agreement for the purpose of modifying the Mortgage and Assignment to provide that repayment of the Loan, as extended, is secured by the Mortgage and Assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- The recital provisions are incorporated herein by reference and made a 1. part hereof.
- 2. The definition of "Note" in the first Recital of the Mortgage is amended in its entirety as follows:

"that certain Amended and Restated Promissory Note dated September 1, 2007, in the principal amount of \$1,743,034.61, and all substitutions, modifications, renewals or extensions thereof, in whole or in part."

- 3. Subparagraph (a) on page 5 of the Mortgage is hereby amended in its entirety by deleting "September 1, 2007", as the Maturity Date of the Note and substituting "September 1, 2010" as the Maturity Date.
 - Paragraph 2(a) of the Assignment is amended in its entirety as follows: 4.

"that certain Amended and Restated Promissory Note dated September 1, 2007, in the principal amount of \$1,745,034.61, and all substitutions, modifications, renewals or extensions thereof, in whole or in part."

Except as hereinabove otherwise provided, at terms and provisions of the Mortgage and Assignment shall remain unchanged and in full force and effect and shall be binding upon the parties hereto, their successors and assigns. Organica

Signature Page Follows.

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IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement as of the date set forth above.

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* * *		O	 v

By: Fox Partners, L.P., its Member

R.P. Fox Associates, Inc., General By:

Partner

Printed Name and Title:

THE PRIVATEBANK AND TRUST

Ву:

Printed Name and Title:

Olynin Clark's Office

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STATE OF)
) SS: COUNTY OF)
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that MICHARD FOX, (Title) of R.P. Fox Associates, Inc., the General Partner of the sole Member of Winmore, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and aclivered the said instrument as his own free and voluntary act and as the free act of said limited liability company, for the uses and purposes therein set forth.
Given under my hand and official seal, as of the 1st day of September, 2007.
Notary Public
Commission expires: OFFICIAL SEAL ROBERT D BIEGLER NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:05/14/09
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STATE OF <u>LUNOIS</u>) SS:
COUNTY OF Dulage)
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that State y.J. Chres and the fenale bank of ficer of THE PRIVATEBANK AND TRUST COMPANY personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed and delivered the said instrument as own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.
Civen under my hand and official seal, as of the 1st day of September, 2007.
Commission expires: Word Public "OFFICIAL SEAL" GIGI M. GORYL Notary Public, State of Illinois My Commission Expires 3/23/2010
Commission expires: Notary Public, State of Illinois My Commission Expires 3/23/2010
3 23 2010 My Commission Expires 3/23/2010

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EXHIBIT A

Legal Description

LOTS 10 AND 11 IN BLOCK 3 IN COCHRAN'S ADDITION TO EDGEWATER SAID ADDITION, BEING A SUBDIVISION OF THE SOUTH 1,946 FEET OF THE WEST 1,320 FEET OF THE EAST FRACTIONAL ½ OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office