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PREPARED BY,
AND RECORD AND RETURN TO:

Alvin J. Helfgot
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225 West Washington Street
Suite 1700
Chicago, IL 60606
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ADDRESSES OF PROPERTIES:

5800 N. Wintthrop
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

6

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 AND TRUST COMPANY ("Mortgagee").

WITNESSETH:

0407-1113
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:

1. The recital provisions are incorporated herein by reference and made a 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.
4. Paragraph 2(a) of the Assignment 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."
5. Except as hereinabove otherwise provided, all 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.

Signature Page Follows.

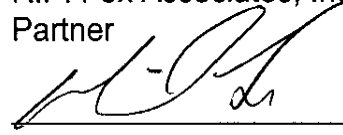
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IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement as of the date set forth above.

WINMORE, LLC

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

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

By:  _____

Printed Name and Title: Michael Fox V.P.

THE PRIVATEBANK AND TRUST COMPANY

By:  _____

Printed Name and Title: STACY J. CHLEBANA
PRIVATE BANKING OFFICER

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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 $\frac{1}{2}$ OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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