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RECORDATION REQUESTED BY:

Midwest Bank and Trust
Company
Hinsdale Banking Center
500 West Chestnut
Hinsdale, IL 60521

Doc#: 0732534034 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/21/2007 11:07 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Midwest Bank and Trust
Company
Hinsdale Banking Center
500 West Chestnut
Hinsdale, IL 60521

FOR RECORDER'S USE ONLY

CT 8369644 DB-K1

This Modification of Mortgage prepared by:

IRIZARRY/FLISS
Midwest Bank and Trust Company
500 West Chestnut
Hinsdale, IL 60521

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 19, 2007, is made and executed between 1940 N. Dayton LLC, an Illinois Limited Liability Company, whose address is 1137 West Webster Ave., Chicago, IL 60614 (referred to below as "Grantor") and Midwest Bank and Trust Company, whose address is 500 West Chestnut, Hinsdale, IL 60521 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 10, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

and Assignment of Rents recorded April 11, 2007 as Document No. 0710142114 and 0710142115 respectively in the office of Cook County Recorder of Deeds.

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

PARCEL 1:

LOT 14 IN BLOCK 7 OF SUBDIVISION OF BLOCK 5 OF SHEFFIELDS ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 6 FEET OF LOT 15 IN BLOCK 7 OF SUBDIVISION OF BLOCK 5 OF SHEFFIELDS ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1940 N. Dayton St., Chicago, IL 60614. The Real Property tax identification number is 14-32-409-043-0000; 14-32-409-068-1001; 14-32-409-068-1002; 14-32-409-068-1003 and 14-32-409-068-1004.

4pgs

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

The "Note" as defined in the Mortgage, has been replaced with a Promissory Note dated September 19, 2007 in the principal amount of \$3,590,000.00 payable to Midwest Bank and Trust Company. The "Maximum Lien" section of the Mortgage is hereby amended by replacing the amount "\$3,339,000.00" with the amount of "\$3,590,000.00".

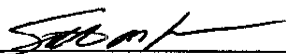
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing 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 SEPTEMBER 19, 2007.

GRANTOR:

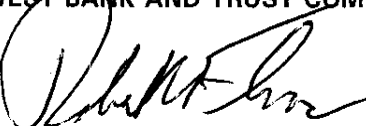
1940 N. DAYTON LLC

SMH DEVELOPMENT LLC, Manager of 1940 N. Dayton LLC

By: 
Seth M. Harris, Member of SMH Development LLC

LENDER:

MIDWEST BANK AND TRUST COMPANY

X 
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF Cook)

On this 7th day of November, 2007 before me, the undersigned Notary Public, personally appeared **Seth M. Harris, Member of SMH Development LLC, Manager of 1940 N. Dayton 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 J. Funk Residing at _____

Notary Public in and for the State of Illinois

My commission expires 3.20.11



Notary of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) SS

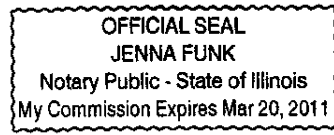
COUNTY OF Cook)

On this 7th day of November, 2007 before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 J. Funk Residing at _____

Notary Public in and for the State of Illinois

My commission expires 3.20.11



PROPERTY OF COOK COUNTY CLERK'S OFFICE