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RECORDATION REQUESTED BY:
METROPOLITAN BANK AND
TRUST COMPANY
2201 WEST CERMAK ROAD
CHICAGO, IL 60608

Doc#: 0734754051 Fee: \$34.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 12/13/2007 11:55 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:
METROPOLITAN BANK AND
TRUST COMPANY
2201 WEST CERMAK ROAD
CHICAGO, IL 60608

SEND TAX NOT'CES TO:
Riverdale Marina Partners
LLC
13100 S. Halsted St.
Riverdale, IL 60827

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Ana L Garcia
METROPOLITAN BANK AND TRUST COMPANY
2201 WEST CERMAK ROAD
CHICAGO, IL 60608

RAIRIE TITLE 6821 W. NORTH AVE. OAK PARK, IL 60302

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 28, 2007 is made and executed between Riverdale Marina Partners LLC, an Illinois Limited Liability Company (referred to below as "Grantor") and METROPOLITAN BANK AND TRUST COMPANY, whose address is 2201 WEST CERMAK ROAD, CHICAGO, IL 60608 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 12, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded May 2, 2007 as Document Number 0712218097.

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

SEE EXHIBIT B

The Real Property or its address is commonly known as 13100 S. Halsted St., Riverdale, IL 60827. The Real Property tax identification number is 25-32-215-002-0000, 25-32-215-003-0000 and 25-32-215-005-0000.

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

The Mortgage is hereby amended to provide an increase in the principal amount of the Promissory Note from \$175,000.00 to \$259,000.00.

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,



(Continued) MODIFICATION OF MORTGAGE

Loan No: 11331285

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released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent the non-signing person consents to the changes and provisions of this Modification or otherwise will not be signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by

MOVEMBER 28, 2007. MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF

:ЯОТИАЯЭ

actions.

RIVERDALE MARINA PARTNERS LLC

Gary DeClark, Manager of Riverdale Marina Partners LLC

Door The Or Coop Co Alfred J. Cilella, Manager of Riverdale Marina Partners LLC

TENDEB:

By:

METROPOLITAN BANK AND TRUST COMPANY

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

(Continued) Loan No: 11331285 Page 3 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT OFFICIAL SEAL STATE OF ANA L. GARCIA Notary Public, State of Illinois) SS My Commission Expires 11/29/08 COUNTY OF day of November On this before me, the undersigned Notary Public, personally appeared Gary DeClark, Manager of Riverdale Marina Partners LLC and Alfred J. Cilella, Manager of Riverdale Marina Partners LLC, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company. Illinois Residing at Illinois Notary Public in and for the State of County Clarks Office 11-29-00 My commission expires

MODIFICATION OF MORTGAGE

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	My commission expires
	Notary Public in and for the State of 10015. 80-92-1) 80-92-08
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Residing at Chicago Illinois	Dehalf of METROPOLTAMBANK & AS TRUST COMPANY
no tramutari biss sint betuexecuted this said instrument on	COMPANY through its board of Jirectors or otherwise, for t stated that he or she is authorized to execute this said instanced that
A authorized by METROPOLITAN BANK AND TRUST	foregoing instrument for acknowledged said instrument of the metropolity and the metropolity of the metropolity is the metropolity of the metropol
Sand known to me to be the Sand known to me to be the And that executed the within and	, authorized agent for METROPOLITAN BANK
Defore me, the undersigned Notary	On this 28th day of Dovember
***************************************	COUNTY OF
Se (80 \ Volume \ Vo	AGO 3 PAINIOS
"OFFICIAL SEAL" ANA L. GARCIA	STATE OF TIMOS
OWLEDGMENT	ГЕИДЕВ РСКИС

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Parcel 1:

That part of the East 1/2 of the East 1/2 of the Northeast 1/4 (except the East 50 feet thereof) of Section 32 North of the Indian Boundary in Township 37 North, Range 14, East of the Third Principal Meridian, described as follows:

Commencing at a point in the East line of said Northeast 1/4 of Section 32, which is 2426.84 feet South of the Northeast corner of said Section and running thence Westerly on a line which forms a Southwest angle of 86 degrees 42 minutes 20 seconds with the East line of said section, for a distance of 100.06 feet to a point; thence North parallel with said East line of said Section a distance of 10 feet; thence Westerly on a line parallel with said last described line for a distance of 215 feet; thence South parallel to the East line of said section, a distance of 30 feet; thence Westerly on a line which is parallel with said first described line to that point of intersection of said line with the West line of the East 1/2 of the East 1/2 of the Northeast 1/4 of said Section 32; thence North along the West line to the center of the Little Calumet River; thence Easterly

along the certer line of said river to the East line of said Section 32; thence South along the East line of said Section 32 to the point of beginning, in Cook County, Illinois.

(The above parcel referred to as Parcel "A" in the following easement descriptions being a part of this Parcel 1)

Parcel 1A:

Easement for the benefit of Parcel 1" efcresaid, as created by a grant from Riverside Supply Company to ACME Petroleum Company recorded March 1, 1950, and recorded April 12, 1950, as document number 14774924 for right of way for ingress and egress to pa cel 'A" aforesaid, consisting of a roadway not less than 15 feet in width running along the South end of the following ries ribed two parcels hereinafter referred to as (1) and (2) taken as a tract:

Also a permanent right of way of 24 feet in width running from said right of way above described in a generally Northerly direction (over the present scales) to Parcel "N" along a right of way the center line which is 98 1/2 feet West of the East line of Section 32, aforesaid;

Also a right of way 15 feet from the right of way first described in a Northerly direction to Parcel "A" aforesaid, the center line of which is 307 1/2 feet West of the East line of Section 32, aforesaid;

Also a right of way 15 feet in width from the right of way first above described in a Northerly direction to Parcel "A" aforesaid, along the Westerly end of the following two parcels hereinafter referred to as (1) and (2) taken as one tract;

Also a right of way of 15 feet South of and adjoining the South line of Parcel "A" aforesaid (except the East 100 feet as measured from the East line of Section 32 aforesaid);

(1) The East 1/2 of the East 1/2 of the Northeast 1/4 lying South of the center line of the Little Calcinet River and North of the Indian Boundary Line of Section 32, Township 37 North, Range 14, East of the Third Principal Meridian (except therefrom the East 50 feet also except that part falling in Parcel "A" aforesaid) (2) That part of Lc. 6 in the Subdivision of the Southwest fractional 1/4 (North of the Indian Boundary Line) of Section 33, Township 37 North, Range 14, East of the Third Principal Meridian, also the Southeast Fractional 1/4 (North of the indian bouldary line) of Section 32, Township 37 North, Range 14, East of the Third Principal Meridian, described as follows:

Beginning at the Northeast corner of Lot 6 aforesaid which corner is the intersection of the East and West Section line with the East line of said Section 32; thence South along the East line of the Southeast Fractional 1/4 of Section 32, a distance of 15 feet; thence West parallel with the North line of said Southeast 1/4 of Section 32, a distance of 164 feet; thence Northwesterly in a straight line to a point on the North line of the Southeast Fractional 1/4 aforesaid; thence East along said line 580 feet to the point of beginning.

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Parcel 2:

The West 1/2 of the East 1/2 of the Northeast 1/4 of Section 32, North of the Indian Boundary Line, Township 37 North, Range 14, East of the Third Principal Meridian, in County of Cook, State of Illinois, lying South of the Little Calumet River.

Parcel 2A:

Easement for the benefit of parcel 2 as created by Easement Agreement made by and between Atherton Foundry Products, Incorporated, an Illinois corporation, and Riverdale Terminal Corporation, an Illinois corporation, dated June 16, 1967, and recorded July 20, 1967 as document number 20202874 for ingress and egress over the South 20 feet of that part of the East

1/2 of the East 1/2 of the Northeast 1/4 lying South of the center line of the Little Calumet River and North of the Indian Boundary Line of Section 32, Township 37 North, Range 14, East of the Third Principal Meridian, also part of Lot 6 in the subdivision of the Southwest Fractional 1/4 (North of the Indian Boundary Line) of Section 33, Township 37 North, Range 14, East of the Third Principal Meridian, also part of Lot 6 in the subdivision of the Southwest Fractional Section 1/4 (North of the Indian Boundary Line) of Section 33, Township 37 North, Range 14, East of the Third Principal Meridian described as follows:

Commencing at a point in the East line of said Northeast 1/4 of Section 32, which is 2,426.84 feet South of the Northeast corner of said section; and running thence South along said East line a distance of 159.48 feet to the Northeast corner of Lot 6 aforesaid, which corner is the intersection of the East and West 1/2 section line with the East line of said Section 32; thence continuing south along said East line a distance of 15 feet; thence West parallel with the North line of said Southeast Fractional 1/4, a distance of 164 feet; thence Northwesterly on a straight line to a point on the North line of the Southeast 1/4 vnich is 580 feet West of the Northeast corner of said Southeast Fractional 1/4; thence West along said line a distance of 82.04 feet to its intersection with the West line of the East 1/2 of the East 1/2 of the Northeast 1/4 of said Section 2/2; thence North along said West line, a distance of 102.06 feet; thence Easterly on a straight line, the extension of which forms a Southwest angle of 86 degrees 42 minutes, 20 seconds with the aforesaid East line of said Northeast 1/4 a distance of 348.20 feet; thence North parallel to the said East line a distance of 30 feet, thence Easterly on a line which is parallel with the said last described Easterly course, a distance of 215 feet; thence South regardle with the said last described Easterly parallel with said described Easterly course a distance of 100.06 feet to the point of beginning, except the East 50 feet of said Section 32, taken and used for South Halstyd Street, all in Cook County, Illinois.

Parcel 3:

The East 1/2 of the West 1/2 (except the West 25 acres thereof) of the Northeast 1/4 of Section 32, North of the Indian Boundary Line Township 37 North, Range 14, East of the Third Principal Meridian, which lies, South of the Little Calumet River, in Cook County, Illinois.