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Doc#: 0802308275 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/23/2008 02:52 PM Pg: 1 of 4

Prepared by and Mail to:
Commercial Loan Dept.
Republic Bank of Chicago
2221 Camden Court, Floor 1
Oak Brook, Illinois 60523

RP 85837

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 17th day of December, 2007 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and KIMBALL AT 5711 NORTH, LLC the Owner of the property and/or the Obligor under the Note, and MARIAN ILIE and SIMONA ZISSU the Guarantors, hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$5,616,000.00 dated February 15, 2006, (decreased by Modification Agreement dated April 12, 2007 to \$5,286,845.00) secured either in whole or in part by Commercial Mortgage, Security Agreement and Assignment of Leases and Rents recorded as Document No. 0605442013, respectively, covering the real estate described below:

LOTS 21, 22, 23, 24 AND 25 IN BLOCK 62 IN W. K. KAISER AND COMPANY'S BRYN MAWR AVENUE ADDITION TO ARCADIA TERRACE, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST ¼ OF SECTION 1 AND THE SOUTH ½ OF THE SOUTH EAST ¼ OF SECTION 2, LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE NORTH SHORE CHANNEL OF SANITARY DISTRICT OF CHICAGO (EXCEPT STREETS HERETOFORE DEDICATED) IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 5711 N. Kimball, Chicago, IL.

PIN: 13-02-421-011-0000, 13-02-421-012-0000, 13-02-421-013-0000

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage, by extending the maturity thereof, and as otherwise set forth herein;

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00), the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The maturity date of the Note is hereby extended from December 15, 2007 to May 5, 2008.

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- 2. This agreement is subject to Second Party paying Bank a Modification Fee of \$10,000.00.

Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, setoffs and counterclaims both in law and equity, as is the lien of the Mortgage.

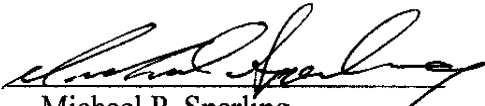
In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

Notwithstanding the foregoing, Second Party expressly waives any defenses, which it now has or may have or assert. Furthermore, in order to induce Bank to enter into this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party does hereby release, remise and forever discharge Bank of and from any and all setoffs, claims, counterclaims, demands, causes, causes of action, suits and/or judgments which it now has or may have against Bank including but not limited to matter arising out of the Note and/or any document, instrument or agreement securing the same or arising out of any banking relationship existing between the party.

IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

BANK:
REPUBLIC BANK OF CHICAGO, an
Illinois banking corp.

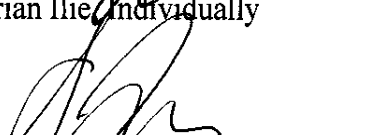
SECOND PARTY:
OBLIGOR:
Kimball at 5711 North, LLC

BY: 
Michael P. Sperling,
Assistant Vice President

BY: 
Marian Ilie, Manager

GUARANTORS:


Marian Ilie, Individually


Simona Zissu, Individually

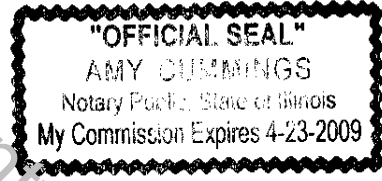
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STATE OF ILLINOIS]
] ss
 COUNTY OF _____]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that SIMONA ZISSU, 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 she signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17 day of DEC, 07.

Amy Cummings
 Notary Public



Property of Cook County Clerk's Office