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Doc#: 0820541038 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/23/2008 10:39 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

Community First Bank -
Chicago
7555 North Western Avenue
Chicago, IL 60645

WHEN RECORDED MAIL TO:

Community First Bank -
Chicago
7555 North Western Avenue
Chicago, IL 60645

6200582070

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Dawn Gregory, Assistant Vice President
Community First Bank - Chicago
7555 North Western Avenue
Chicago, IL 60645

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 13, 2006, is made and executed between David N. Jacobs, whose address is 1024 N. Western Avenue, Chicago, IL 60622 and Peter J. Zonis, whose address is 1024 N. Western Avenue, Chicago, IL 60622, as joint tenants. (referred to below as "Grantor") and Community First Bank - Chicago, whose address is 7555 North Western Avenue, Chicago, IL 60645 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 12, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

a Mortgage and Assignment of Rents recorded on June 1, 2006 at the Cook County Recorder of Deeds as Document Numbers 0615240210 and 0615240211, respectively, on property located at 2614 N. California Avenue, Chicago, Illinois 60647.

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

LOTS 17, 18 AND 19 IN SUBDIVISION OF LOTS 1 AND 2 IN THE SUPERIOR COURT PARTITION OF LOT 3 IN BARRON, HEALD AND OTHERS' SUBDIVISION OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2614 N. California Avenue, Chicago, IL 60647. The Real Property tax identification number is 13-25-307-066-0000.

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

Increase the principal amount from Seven Hundred Twenty Seven Thousand Five Hundred and No/100 Dollars (\$727,500.00) to Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) or by Twenty Two Thousand Five Hundred and No/100 Dollars (\$22,500.00); add Onlineseats.com, Inc. as a Guarantor; modify the interest rate from 7.85% fixed to Wall Street Journal Prime, floating; modify the repayment as more fully described in the "Payment" paragraph on the Change in Terms Agreement dated June 13, 2008;

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subject to a \$1,250.00 loan extension/modification fee, \$300.00 documentation fee, \$1,500.00 appraisal fee and all other recording /title fees; with all other terms and conditions remaining the same..

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.


WAIVER OF RIGHT OF REDEMPTION. NOT WITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 13, 2008.

GRANTOR:

X 

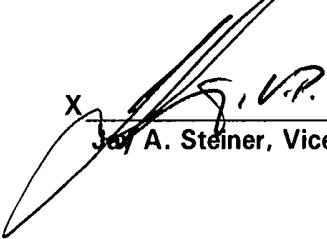
 David N. Jacobs

X 

 Peter J. Zonis

LENDER:

COMMUNITY FIRST BANK - CHICAGO

X 

 Jay A. Steiner, Vice President

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MODIFICATION OF MORTGAGE

Loan No: 20051150

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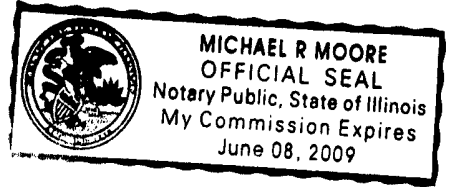
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **David N. Jacobs and Peter J. Zonis**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25 day of June, 2008.

By [Signature] Residing at 7555 N Western Ave

Notary Public in and for the State of IL

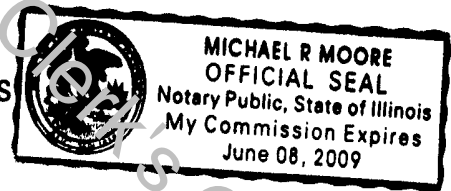
My commission expires 6/9/09

LENDER ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

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On this 25 day of June, 2008 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 [Signature] Residing at 7555 N Western Ave

Notary Public in and for the State of IL

My commission expires 6/9/08

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MODIFICATION OF MORTGAGE

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