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RECORDATION REQUESTED BY:  
MB Financial Bank, N.A.  
Commercial Banking - South  
Region  
16255 S. Harlem Avenue  
Tinley Park, IL 60477

Doc#: 0829113134 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/17/2008 02:16 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:  
MB Financial Bank, N.A.  
Loan Documentation  
6111 N. River Rd.  
Rosemont, IL 60018



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
Robert J. Ex/LN# 284437/LR # 49839  
MB Financial Bank, N.A.  
6111 N. River Road  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated September 4, 2008, is made and executed between NATIONWIDE REAL ESTATE INVESTMENTS INC., an Illinois corporation, whose address is 9935 S. 76TH AVENUE - SUITE A, BRIDGEVIEW, IL 60455 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 16255 S. Harlem Avenue, Tinley Park, IL 60477 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 11, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of December 11, 2003 executed by Nationwide Real Estate Investments Inc. ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on January 21, 2004 as Document No. 0402126041 and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on January 21, 2004 as Document No. 0402126042, modified by a Modification of Mortgage dated as of January 25, 2005 executed by Grantor for the benefit of Lender, recorded on March 2, 2005 as Document No. 0506150045.

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

The North 75 feet of that part of the West One-Half of Lot 1 lying South of the South line of 51st Street in Elisha Bayley's Subdivision of the North 20 acres of the Northeast Quarter of the Southwest Quarter, Section 10, Township 38 North, Range 14, East of the Third Principal Meridian (except therefrom the East 10 feet dedicated for alley and the West 50 feet thereof taken for Indiana Avenue) in Cook County, Illinois

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Loan No: 284437

(Continued)

Page 2

The Real Property or its address is commonly known as 201-217 E. 51st Street, a/k/a 5101 S. Indiana Avenue, Chicago, IL 60615. The Real Property tax identification number is 20-10-304-001-0000.

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated as of September 4, 2008 in the original principal amount of \$938,012.64 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

**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.** GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:

- (1) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (i) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY BE DELIVERED RELATED TO THIS AGREEMENT OR (ii) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH, IN FURTHERANCE OF, OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT RELATED THERETO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY;
- (2) EVERY DEFENSE, INCLUDING, WITHOUT LIMITATION, BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING, AND ANY CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH GRANTOR MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH, RELATED TO, OR IN FURTHERANCE OF THIS AGREEMENT.

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 4, 2008.

GRANTOR:

NATIONWIDE REAL ESTATE INVESTMENTS INC.

By: 

SAMI BADER, President of NATIONWIDE REAL ESTATE INVESTMENTS INC.

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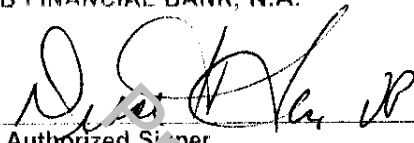
## MODIFICATION OF MORTGAGE (Continued)

Loan No: 284437

Page 3

LENDER:

MB FINANCIAL BANK, N.A.

x   
Authorized Signer

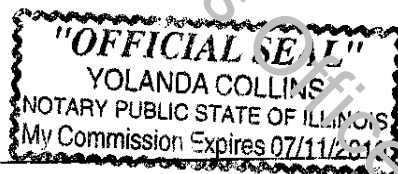
### CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )  
COUNTY OF Cook ) SS  
)

On this 30<sup>th</sup> day of September, 2008 before me, the undersigned Notary Public, personally appeared **SAMI BADER, President of NATIONWIDE REALESTATE INVESTMENTS INC.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Yolanda Collins Residing at \_\_\_\_\_  
Notary Public in and for the State of Illinois

My commission expires 07-11-10



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 284437

Page 4

### LENDER ACKNOWLEDGMENT

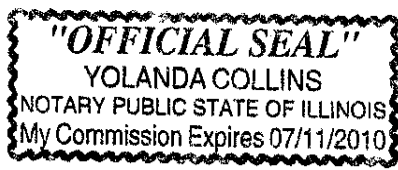
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 30<sup>th</sup> day of September, 2008 before me, the undersigned Notary Public, personally appeared Diane Seiler and known to me to be the Vice President 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 Yolanda Collins Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 07-11-10



*Proprietary of Cook County Clerk's Office*