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RECORDATION REQUESTED BY:

State Bank of Countryside
6734 Joliet Road
Countryside, IL 60525

**WHEN RECORDED MAIL TO:**

State Bank of Countryside
6734 Joliet Road
Countryside, IL 60525

Doc#: 0832333042 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/18/2008 09:44 AM Pg: 1 of 4

SEND TAX NOTICES TO:

1703 N. Dayton, L.L.C.
1137 W. Webster
Chicago, IL 60614

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Jennifer E. Carroll, Loan Administrative Assistant
State Bank of Countryside
6734 Joliet Road
Countryside, IL 60525

C.T.I./CY

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 10, 2008, is made and executed between 1703 N. Dayton, L.L.C. (referred to below as "Grantor") and State Bank of Countryside, whose address is 6734 Joliet Road, Countryside, IL 60525 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 2, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

July 21, 2008 as document number 0820333013.

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

LOT 71 AND THE NORTH HALF OF LOT 70 IN BLOCK 6 IN SHEFFIELD'S 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 1703 N. Dayton Street, Chicago, IL 60614. The Real Property tax identification number is 14-32-426-066-1001, 14-32-426-066-1002, 14-32-426-066-1003, 14-32-426-066-1004, 14-32-426-066-1005.

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

To increase the principal balance by \$1,827,000.00 to \$2,873,000.00 and to extend the maturity date to February 10, 2010.

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

BOX 333-CP

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MODIFICATION OF MORTGAGE

Loan No: 940312099-3

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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.

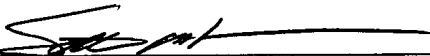
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 10, 2008.

GRANTOR:

1703 N. DAYTON, L.L.C.

SMH DEVELOPMENT LLC, Manager of 1703 N. Dayton, L.L.C.

By:


Seth M. Harris, Member of SMH Development LLC

LENDER:

STATE BANK OF COUNTRYSIDE

X


Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

Loan No: 940312099-3

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS

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COUNTY OF COOK

) SS

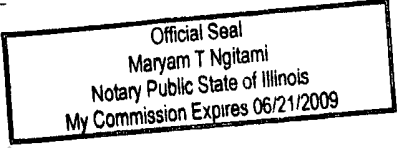
)

On this 10th day of NOVEMBER, 2008 before me, the undersigned Notary Public, personally appeared **Seth M. Harris, Member of SMH Development LLC, Manager of 1703 N. Dayton, L.L.C.**, 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 [Signature] Residing at CHICAGO

Notary Public in and for the State of ILLINOIS

My commission expires _____



CLERK'S OFFICE OF COOK COUNTY

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MODIFICATION OF MORTGAGE

Loan No: 940312099-3


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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS
)

On this 10th day of NOVEMBER, 2008 before me, the undersigned Notary Public, personally appeared Jose Munoz and known to me to be the Assistant Vice President, authorized agent for **State Bank of Countryside** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **State Bank of Countryside**, duly authorized by **State Bank of Countryside** 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 in fact executed this said instrument on behalf of **State Bank of Countryside**.

By  Residing at CHICAGO

Notary Public in and for the State of ILLINOIS

My commission expires _____



Notary Public, State of Cook County Clerk's Office