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Doc#: 0909718009 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/07/2009 10:30 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Harris N.A./BLST
Attn: Collateral Management
P.O. Box 2880
Chicago, IL 60690-2880

8304733

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Richard Schrader, Documentation Specialist
Harris N.A./BLST
311 W. Monroe St., 6th Floor
Chicago, IL 60606-4684

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 12, 2008, is made and executed between River North Retail, LLC, an Illinois limited liability company, whose address is 430 North Michigan Avenue, Suite 600, Chicago, IL 60611 (referred to below as "Grantor") and Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 26, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on March 27, 2007 as Document #0708622068 and Document #0708622069 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

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

UNITS 1, 2 AND 3 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN HURON STREET COMMERCIAL CONDOMINIUMS AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0624245139, BEING PART OF LOTS 10 TO 17, HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 217-233 West Huron Street, Chicago, IL 60610. The Real Property tax identification number is 17-09-216-001-0000.

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated March 12, 2008 in the original principal amount of \$2,750,000.00 to Lender bearing a fixed interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of

MWF

17-09-216-019-1001
17-09-216-019-1002
17-09-216-019-1003

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MODIFICATION OF MORTGAGE

Loan No: 332356

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Page 2

indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$2,750,000.00; and (3) all references to Borrower or Grantor are replaced with River North Retail, LLC.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 12, 2008.

GRANTOR:

RIVER NORTH RETAIL, LLC

MORGAN GROUP, INC., Member of River North Retail, LLC

By: 

John M. Mullen, President of Morgan Group, Inc.

RSC & ASSOCIATES LLC, Member of River North Retail, LLC

By: 

Richard Curto, Manager of RSC & Associates LLC

TLC HURON, LLC, Member of River North Retail, LLC

By: 

Keith E. Lord, Manager of TLC Huron, LLC

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MODIFICATION OF MORTGAGE

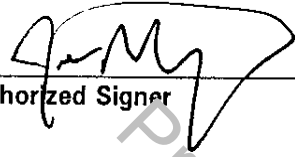
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Loan No: 332356

Page 3

LENDER:

HARRIS N.A.

X 
 Authorized Signer

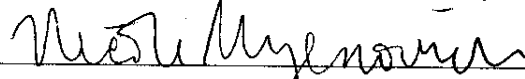
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)

) SS

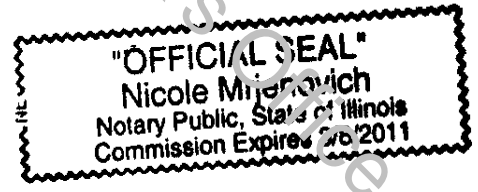
COUNTY OF Cook)

On this 9th day of April, 2008 before me, the undersigned Notary Public, personally appeared **John M. Mullen, President of Morgan Group, Inc. and Richard Curto, Manager of RSC & Associates LLC and Keith E. Lord, Manager of TIC Huron, 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.

By  Residing at _____

Notary Public in and for the State of Illinois

My commission expires 3/8/11



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MODIFICATION OF MORTGAGE

Loan No: 332356

(Continued)

Page 4

LENDER ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK

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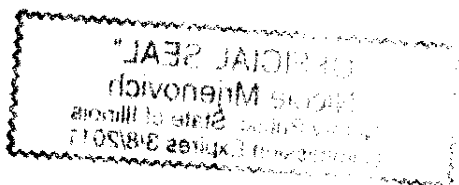
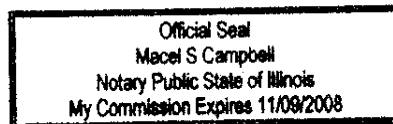
On this 11th day of APRIL 2008 before me, the undersigned Notary Public, personally appeared JOSEPH MAJER and known to me to be the VICE PRESIDENT authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed 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 Macel S Campbell

Residing at Horn's N.A.

Notary Public in and for the State of IL

My commission expires 11-9-08



Cook County Clerk's Office