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RECORDATION REQUESTED BY:

inland Bank and Trust 2805 Butterfield Road, Suite 200

Oak Brook, IL 60523

WHEN RECORDED MAIL TO:

Inland Bank and Trust 2805 Butterfield Road, Suite 200 Oak Brook, IL 60523



Doc#: 1000757208 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 01/07/2010 11:55 AM Pg: 1 of 5

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Karen Cox, Loan Administration **Inland Bank and Trust** 2805 Butterfield Road, Suite 200 Oak Brook, IL 60523

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 8, 2009, is made and executed between PS Irving Park. LLC, whose address is 6348 N. Cicero, Chicago, IL 60646 and 62 Irving Park, LLC, whose address is 6348 N. Cicero, Chicago, IL 60646 (referred to below as "Grantor") and Irland Bank and Trust, whose address is 2805 Butterfield Road, Suite 200, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 8, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded March 12, 2007 as Document Number 0707142181 and a Modification of Mortgage recorded May 22, 2009 as Document Number 0914247016.

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

LOTS 25 AND 26 IN THE SUBDIVISION OF BLOCK 2 TO LYMAN D. HAMMOND'S SUBDIVISION OF THE SOUTH 1/8 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6344-48 W. Irving Park Road, Chicago, IL 60634. The Real Property tax identification number is 13-17-311-021-0000 & 13-17-311-022-0000.

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

The paragraph titled "Note" of the "Mortgage" shall be hereby deleted and substituted by the following:

Note. The word "Note" means the promissory note dated July 8, 2009, in the original principal amount of \$1,000,000.00 from Grantor to Lender, which is a renewal of a certain promissory note dated March 8, 2009 in the original principal amount of \$1,000,000.00 from Grantor to Lender, which is a renewal of a certain promissory note dated March 8, 2007 in the original principal amount of \$1,000,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 6516246001

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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 10 173 TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 8, 2009.

GRANTOR:

PS IRVING PARK, LLC

COUNTY CORTS OFFICE Peter Spyropoulos, Member of PS Irving Park, LLC

GZ IRVING PARK, LLC

George Zervas, Member of GZ Irving Park, LLC

LENDER:

INLAND BANK AND TRUST

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 6516246001 Page 3 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT COUNTY OF COUK) \$\$) On this ______ day of ______ before me, the undersigned Notary Public, personally appeared Peter Spyropoulos, Member of PS Irving Park, LLC, 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. MiCAW, IC Notary Public in and for the State of My commission expires Clorts Office

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MODIFICATION OF MORTGAGE (Continued)

Page 4 Loan No: 6516246001 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF FUNNO, S COUNTY OF COUK) SS) On this ______ day of ______ before me, the undersigned Notary Public, personally appeared George Zervas, Member of GZ Irving Park, LLC, 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. Residing at MILANTE Notary Public in and for the State of Ictivas My commission expires OFFICIAL SEAL R J ARMSTRONG NOTARY PUBLIC - STATE OF ILLINOIS

MY COMMISSION EXPIRES:06/22/12

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MODIFICATION OF MORTGAGE (Continued)

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| | LENDER ACKNOWLEDGMENT | |
| STATE OF JUINOUS | ···········) | |
| COUNTY OFCOOK |) ss | |
| acknowledged said instrument to authorized by Inland Bank and Trus | | nd foregoing instrument and nland Bank and Trust, duly for the uses and purposes |
| Notary Public in and for the State of My commission expires | 04-13 OFFICIAL S TERESA CH | |

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