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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Banking -
Lincolnwood
6401 North Lincoln Avenue
Lincolnwood, IL 60712

Doc#: 1003444013 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/03/2010 08:51 AM Pg: 1 of 5

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:

John Sheahan/Ln #284121/LR #39107/Trans #38559
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated December 5, 2009, is made and executed between 1821 AUGUSTA, LLC, an Illinois limited liability company, whose address is 1928 W. IRVING PARK ROAD, SUITE 2, CHICAGO, IL 60613 (referred to below as "Grantor") and MB Financial Bank, N.A. whose address is 6401 North Lincoln Avenue, Lincolnwood, IL 60712 (referred to below as "Lender").

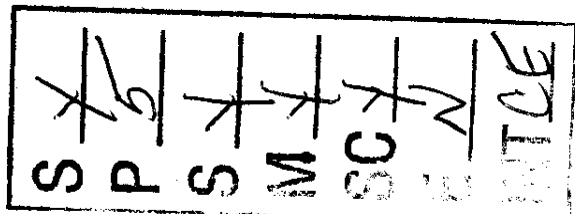
MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 26, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of June 26, 2008 executed by 1821 Augusta, LLC ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on July 25, 2008 as document no. 0820705157, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on July 25, 2008 as document no. 0820705158.

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

LOT 9 IN BOAKE'S RESUBDIVISION OF BLOCK 5 IN COCHRAN AND OTHERS' SUBDIVISION OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 6, 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 1821 W. Augusta Blvd, Chicago, IL 60622. The Real Property tax identification number is 17-06-424-003-0000. ✓



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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 December 5, 2009 in the original principal amount of \$443,200.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$886,400.00.

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.

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MODIFICATION OF MORTGAGE (Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 5, 2009.

GRANTOR:

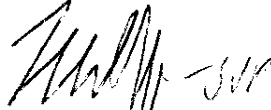
1821 AUGUSTA, LLC

By: 
DAVID CHENCINSKI, Member of 1821 AUGUSTA, LLC

By: 
STEVEN GLICK, Member of 1821 AUGUSTA, LLC

LENDER:

MB FINANCIAL BANK, N.A.

X 
Authorized Signer

PROPERTY OF Cook County Clerk's Office

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF Cook)

On this 21st day of December, 2009 before me, the undersigned Notary Public, personally appeared **DAVID CHENCINSKI, Member of 1821 AUGUSTA, LLC and STEVEN GLICK, Member of 1821 AUGUSTA, 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 *[Signature]* Residing at _____

Notary Public in and for the State of ILLINOIS
 My commission expires 2/21/2011



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LENDER ACKNOWLEDGMENT

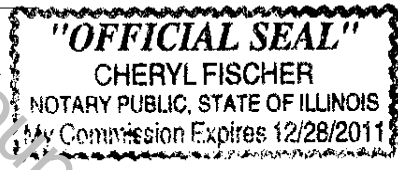
STATE OF IL)
)
 COUNTY OF Cook) SS
)

On this 31st day of DECEMBER, 2009 before me, the undersigned Notary Public, personally appeared MITCHELL A. MORGENSTERN and known to me to be the SVP, authorized agent for **MB Financial Bank, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MB Financial Bank, N.A.**, duly authorized by **MB Financial Bank, N.A.** 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 **MB Financial Bank, N.A.**.

By *[Signature]* Residing at LINCOLNWOOD IL

Notary Public in and for the State of IL

My commission expires 12/28/2011



Cook County Clerk's Office