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RECORDATION REQUESTED BY:

American Eagle Bank
556 Randall Road
South Elgin, IL 60177



Doc#: 1007539060 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/16/2010 02:32 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

American Eagle Bank
556 Randall Road
South Elgin, IL 60177

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Commercial Loan Department
American Eagle Bank
556 Randall Road
South Elgin, IL 60177

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 28, 2010, is made and executed between 2401 So. Michigan Building Corporation, AN ILLINOIS CORPORATION (referred to below as "Grantor") and American Eagle Bank, whose address is 556 Randall Road, South Elgin, IL 60177 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 28, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

The Mortgage dated on or about May 28, 2008 and recorded June 2, 2008 with the Cook County Recorder's Office as Document No. 0815401067, Modification of Mortgage dated on or about June 28, 2009 and recorded August 24, 2009 with the Cook County Recorder's Office as Document No. 0923622023 and Modification of Mortgage dated on or about October 21, 2009 and recorded December 16, 2009 with the Cook County Recorder's Office as Document No. 0935019001.

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1211 S PRAIRIE AVE #2901 and GARAGE UNIT #61, CHICAGO, IL 60605. The Real Property tax identification number is 17-22-110-122-0000 and 17-22-110-037-0000.

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

The Maturity Date of the original Promissory Note and Mortgage dated on or about May 28, 2008 is hereby extended to March 28, 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

S	✓
P	Σ
S	✓
M	✓
SC	✓
E	✓
INT	✓

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Loan No: 10187-11

the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser 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.

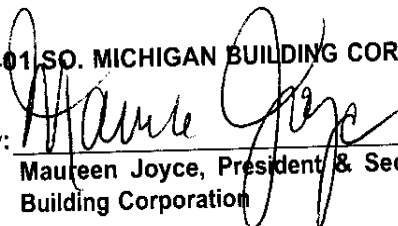
ADDITIONAL EVENTS OF DEFAULT. Adverse Change of Guarantor. A material adverse change occurs in any Guarantor's financial condition, or Lender believes the prospect of payment or performance of the Note or Indebtedness is impaired.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 28, 2010.

GRANTOR:

2401 SO. MICHIGAN BUILDING CORPORATION

By:


Maureen Joyce, President & Secretary of 2401 So Michigan
Building Corporation

LENDER:

AMERICAN EAGLE BANK

X


Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 10187-11

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

On this 24th day of February, 2010 before me, the undersigned Notary Public, personally appeared **Maureen Joyce, President & Secretary of 2401 So. Michigan Building Corporation**, 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 Sheila P. Joyce

Residing at 1335 S. Prairie Chicago IL

Notary Public in and for the State of IL

My commission expires 9-4-13



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MODIFICATION OF MORTGAGE

(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Kane)

On this 24th day of February, 10 before me, the undersigned Notary Public, personally appeared Michael Foster and known to me to be the SVP, authorized agent for **American Eagle Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **American Eagle Bank**, duly authorized by **American Eagle Bank** 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 **American Eagle Bank**.

By Erica Capek Residing at IL

Notary Public in and for the State of IL

My commission expires 4-10-13



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PARCEL 1:

UNIT 2901 AND GU-61 IN THE ONE MUSEUM PARK EAST CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 1 IN BLOCK 2 SUBDIVISION, BEING A RESUBDIVISION OF LOT 2 IN KILEY'S SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0809922000, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE STORAGE SPACE S-149, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0809922000.

"MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM."

"THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN."

Property of Cook County Clerk's Office