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RECORDATION REQUESTED BY:

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Chicago, Illinois 60603



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Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/18/2010 01:34 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

David T.B. Audley, Esq.
Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: David T.B. Audley, Esq.
Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603

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MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS dated January 5, 2010, is made and executed between Green Bay Enterprise, L.L.C., an Illinois limited liability company, whose address is 2636-38 Green Bay Road, Evanston, IL 60201 (referred to below as "Grantor") and Harris N.A., whose address is 111 West Monroe Street, Chicago, IL 60603 (referred to below as "Lender").

MORTGAGE AND ASSIGNMENT. In order to secure certain indebtedness of Grantor owing to Lender, Grantor executed and delivered to Lender (i) a Mortgage dated May 9, 2006, recorded July 10, 2006 as document number 0619105381 (the "Mortgage"), and (ii) an Assignment of Rents dated May 9, 2006, recorded July 10, 2006 as document number 0619105381 (the "Assignment"), each of which have been recorded in COOK COUNTY, STATE OF ILLINOIS.

REAL PROPERTY DESCRIPTION. The Mortgage and the Assignment covers the following described real property in COOK COUNTY, STATE OF ILLINOIS:

LOT 6 AND 18 IN BLOCK 20 IN NORTH EVANSTON, IN SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 1868 AS DOCUMENT NUMBER 192738 AND RE-RECORDED ON FEBRUARY 17, 1874 AS DOCUMENT NUMBER 150939 IN BOOK 7 OF PLATS, PAGE 22 IN THE RECORDERS OFFICE, IN COOK COUNTY, ILLINOIS.

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MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

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The Real Property or its address is commonly known as 2636-38 Green Bay Road, Evanston, IL 60201. The Real Property tax identification numbers is 05-34-423-006-0000 and 05-34-423-017-0000.

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

This Modification of Mortgage and Assignment of Rents reflects the following: (1) that the Mortgage and the Assignment now secure a Demand Note of Grantor, Leffingwell Building, LLC, an Illinois limited liability company (hereinafter referred to as "*Leffingwell LLC*"), 820 Davis, L.L.C., an Illinois limited liability company (hereinafter referred to as "*820 Davis LLC*"), and Charles C. Happ (hereinafter referred to as "*Happ*"); and Grantor, Leffingwell LLC, 820 Davis LLC and Happ collectively referred to herein as the "*Borrowers*" and individually as a "*Borrower*"), dated January 5, 2010 (as modified from time to time) in the original principal amount of \$ 8,456,522.62 to Lender bearing a fixed interest rate and due on demand by Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such Demand Note (the "*Note*"); and (2) at no time shall the principal amount of indebtedness secured by the Mortgage and the Assignment, not including sums advanced to protect the security of the Mortgage and the Assignment exceed the amount of \$ 8,456,522.62. All other terms and conditions remain the same.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage and the Assignment 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 and/or the Assignment as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or promissory notes or other Related Documents secured by the Mortgage and the Assignment. All references in the Mortgage and the Assignment to the term "Note" shall be deemed references to the "Note" as defined herein, together with all other promissory notes currently secured by the Mortgage and the Assignment and any and all promissory notes, if any, issued in extension or renewal thereof or in substitution or replacement therefor. It is the intention of Lender to retain as liable all parties to the Mortgage and the Assignment 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.

[SIGNATURE PAGE TO FOLLOW]

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MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

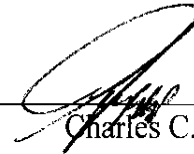
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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS IS DATED AS OF THE DATE AND YEAR FIRST ABOVE WRITTEN.

GRANTOR:

GREEN BAY ENTERPRISE, L.L.C.

By

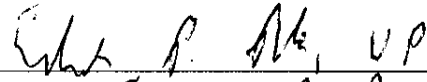


Charles C. Happ, Manager

LENDER:

HARRIS N.A.

By



Name

Edmund P. Burke

Title

Vice President

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

(Continued)

GRANTOR ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared Charles Hall, Manager of Green Bay Enterprise, L.L.C., and known to me to be the Manager or designated agent of the limited liability company that executed the Modification of Mortgage and Assignment of Rents and acknowledged the Modification of Mortgage and Assignment of Rents 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 of Mortgage and Assignment of Rents and in fact executed the Modification of Mortgage and Assignment of Rents on behalf of the limited liability company.

Given under my hand and official seal this 25th day of JANUARY, 2010.

By Barbara Bauman Residing at 15706 Orlean Brook
Orland Park, IL 60462

Notary Public in and for the State of Illinois

My commission expires apr. 18, 2012



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MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

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LENDER ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 2nd day of January, 2010 before me, the undersigned Notary Public, personally appeared Edward P. Bluk and known to me to be the Vice President authorized agent for Lender that executed the Modification of Mortgage and Assignment of Rents and acknowledged the Modification of Mortgage and Assignment of Rents to be the free and voluntary act and deed of the said Lender, duly authorized by 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 the Modification of Mortgage and Assignment of Rents and that the seal affixed is the corporate seal of said Lender.

By Karen J Judge Residing at Frankfort
 Notary Public in and for the State of Illinois

My commission expires 09/14/2010

