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#### RECORDATION REQUESTED BY:

MB Financial Bank, N.A. CRE Division 4 800 West Madison Chicago, IL 60607



Oc#: 1016134040 Fee: \$46.25 Sugene "Gene" Moore RHSP Fee:\$10.00 Sook County Recorder of Deeds Pate: 06/10/2010 09:45 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 #282394/Li ≠102391/Trans #39949 MB Financial Bank, N.A.

6111 N. River Road Rosemont, IL 60018

### MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated April 25, 2010, is made and executed between STANLEY/GULLO PROPERTIES, LLC, an Illinois limited liability company, whose address is 21 Cl1 GCRY LANE, RIVERWOODS, IL 60015 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 800 West Madison, Chicago, IL 60607 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 25, 2008 (in a "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of April 25, 2008 executed by Stanley/Gullo Properties, LLC ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on May 15, 2008 as document no. 0813601017, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on May 15, 2008 as document no. 0813601018.

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

#### PARCEL 1:

LOT 1 IN R & S RESUBDIVISION BEING A RESUBDIVISION OF LOTS 1 AND 2 IN GULLO INTERNATIONAL S RESUBDIVISION IN THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, P 1 NORTH

#### PARCEL 2:

LOTS 3 AND 4 IN GULLO INTERNATIONAL'S RESUBDIVISION OF LOT 3 IN GULLO INTERNATIONAL M

S <u>M</u> M <u>WS</u> SCW

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### MODIFICATION OF MORTGAGE (Continued)

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OFFICE AND INDUSTRIAL CENTER SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### PARCEL 3:

LOT 5 IN GULLO INTERNATIONAL'S RESUBDIVISION OF LOT 3 IN GULLO INTERNATIONAL OFFICE AND INDUSTRIAL CENTER BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 147-225 Stanley Street (and) 701 Gullo Avenue, Elk Grove Village, IL 60007. The Real Property tax identification number is 08-22-302-016-0000; 08-22-302-017-0000; 08-22-302-018-0000; and 08-22-302-028-0000.

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 includually and collectively, (i) that certain Promissory Note dated as of April 25, 2010 in the original principal amount of \$900,000.00 executed by Borrower and payable to the order of Lender, and (ii) that certain Promissory Note dated as of August 1, 2005 in the original principal amount of \$562,500.00 executed by Borrower and payable to the order of Lender both as amended, supplemented, modified or replaced from time to time

The bolded language titled "Revolving Lin, of Credit" on page 2 of the Mortgage is hereby deleted in it's entirety. Variable Interest Rate provision in signal mortgage is also changed to that of a Fixed Interest Rate loan, effective with above April 25, 2010 Promissory Note.

The paragraph titled "Maximum Lien" set forth in (in) mortgage is hereby amended and restated in its entirety as follows: At no time shall the prinicpal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage exceed \$2,925,000.00.

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 wave 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, 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 CON-

NECTION 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;

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# MODIFICATION OF MORTGAGE (Continued)

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(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.
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 25, 2010.
GRANTOR:
STANLEY/GULLO PROPERTIES, LLC
By:  RUSSELL SCHUMAN, Member of STANLEY/GULLO PROPERTIES, LLC
By: PROPERTIES
KEVIN SCHUMAN, Member of STANLEY/CULLO PROPERTIES, LLC
SCHUMAN CORP, Member of STANLEY/GULLO PROPERTIES, LLC
By:  KEVIN SCHUMAN, President of SCHUMAN CORP  By:
RUSSELL SCHUMAN, Secretary of Schuman Corp
LENDER:
MB FINANCIAL BANK, N.A.
X Authorized Signer

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# MODIFICATION OF MORTGAGE (Continued)

Loan No: 282394	(Continued)	- ugc 4
LIM	ITED LIABILITY COMPANY ACKNOWLEDGME	NT
STATE OF	)	
	) ss	
COUNTY OF	)	
SCHUMAN, Member of STANLEY CORP, Member of STANLEY of the limited liability compa to be the free and voluntary organization or its operating	State of MARIA JES	N, President of SCHUMAN N, Secretary of SCHUMAN embers or designated agents knowledged the Modification rity of statute, its articles of hed, and on oath stated that tion on behalf of the limited
		OFFICE
		(CO

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MODIFICATION OF MORTGAGE (Continued)

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	LENDER ACKNOWLEDGMENT	-
STATE OF	)	
COUNTY OF	)	
and acknowledged said instrument to	Financial Bank, N.A. that executed be the free and voluntary act and a harmonic A. through its board of directors or ad that he or she is authorized to exact of MB Financial Bank, N.A  Residing at	before me, the undersigned Notary me to be the V·P· If the within and foregoing instrument deed of MB Financial Bank, N.A., duly otherwise, for the uses and purposes decute this said instrument and in fact Morton Hrow
My commission expires	T COUNT	MARIA JESUSA D. BATTUNG NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 11/21/2010

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