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This Document Prepared By And When Recorded Return To: Matthew B. Brotschul, Esq. BROTSCHUL POTTS LLC 230 W. Monroe Avenue **Suite 2250** Chicago, Illinois 60606 (312) 551-9003

Doc#: 1018729115 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 07/06/2010 04:42 PM Pg: 1 of 5

For Recorder's Use Only

MODIFICATION OF MORTGAGE

THIS MOPIFICATION OF MORTGAGE, made as of March 14, 2010, between E & AA VENTURE, LLC, an Illinois limited liability company, whose principal place of business is (herein referred to as "Mortgagor"), and THE PRIVATEBANK AND TRUST COMPANY, whose principal place of business is 120 S. LaSalle, Chicago, Illinois 60603 (herein referred to as "Mortgagee").

WITNESSETH:

THAT WHEREAS, on or about June 13, 2007, Mortgagee provided a loan (the "Large Loan") to Mortgagor in the amount of SIX HUNDRED FIVE THOUSAND AND NO/100THS DOLLARS (\$605,000.00) to fund Mortgagor acquisition of that certain property commonly known as 3450-58 W. Devon, Lincolnwood, Illinois 60712, and more accurately legally described on Exhibit A, attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Large Loan was secured by, into a all a, that certain Mortgage, dated June 13, 2007, by Mortgagor in favor of Mortgagee, recorded on July 9, 2007 with the Cook County Recorder of Deeds as Document #0719035388 (the "Original Large Mortgage"); and

WHEREAS, on or about March 14, 2008, Mortgagor and Wortgagee agreed to modify the terms of the Large Loan and in connection with said modification, the parties modify the terms of the Original Large Mortgage by executing and recording that certain Modification of Mortgage, dated March 14, 2008, recorded on April 14, 2008 with the Cook County Recorder of Deeds as Document #0810533093 (the "First Large Mortgage Modification"); and

WHEREAS, on or about December 13, 2008, Mortgagor and Mortgagee agreed to further modify the terms of the Large Loan and in connection with said modification, the parties modify the terms of the Original Large Mortgage by executing and recording that certain Modification of Mortgage, dated December 13, 2008, recorded on January 21, 2009, 2008 with the Cook County Recorder of Deeds as Document #0902142023 (the "Second Large Mortgage Modification," together with the Original Large Mortgage and the First Large Mortgage Modification, collectively, the "Large Mortgage"); and

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WHEREAS, on or about December 13, 2008, Mortgagee provided a loan (the "Small Loan") to Mortgagor in the amount of TWO HUNDRED THIRTH THOUSAND AND NO/100THS DOLLARS (\$230,000.00) to fund Mortgagor's operation of the Property; and

WHEREAS, the Small Loan was secured by, inter alia, that certain Mortgage, dated June 13, 2007, by Mortgagor in favor of Mortgagee, recorded on July 9, 2007 with the Cook County Recorder of Deeds as Document #0719035389 (the "Small Mortgage," together with the Large Mortgage, collectively, the "Mortgage"); and

WHEREAS, Mortgagee and Mortgagor, inter alia, have entered into that certain Modification Agreement, of even date herewith (the "Modification Agreement"), which serves to, inter alia, modify certain of the terms of the Large Loan and the Small Loan; and

WHEREAS, to alert third parties to modifications to the terms of the Large Loan and the Small in the Modification Agreement and cause the Mortgage to collateralize the obligations of Mortgagor, Mortgages and Mortgagor have agreed to modify the Mortgage, as more specifically set forth herein:

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. <u>Modification of Mortgage:</u> The Mortgage is hereby modified as follows:
 - a. The indebtedness secured by the Mortgage shall include any and all obligations of Mortgagor to Mortgagee (specifically including but not limited to those obligations set forth in the documents (including the Modification Agreement) which evidence and/or secure the Small Loan and the Large Loan).
 - b. At no time shall the principal amount of the indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed 300% of the aggregate amount of the Small Loan and the Large Loan.
 - c. Mortgagor shall be bound by all terms of the Mortgage.
- 2. <u>Incorporation of the Modification Agreement:</u> The terms of the Modification Agreement are incorporated herein by reference.
- 3. Continuing Validity of Mortgage. Except as expressly modified above, the terms of 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 Mortgagee to this Modification of Mortgage does not waive Mortgagee's right to require strict performance of the Mortgage as changed above nor obligate Mortgafee to make any future modifications.

[remainder of page intentionally left blank]

1018729115 Page: 3 of 5

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this instrument to be executed as of the day and year first above written.

MORTGAGOR:

E & AA VENTURE, LLC,

an Illinois limited liability company

MORTGAGEE:

THE PRIVATEBANK AND TRUST COMPANY Clart's Office

Its:

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ACKNOWLEDGEMENT

STATE OF ILLINOIS) SS
COUNTY OF COOK) 55
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LLC, an limited liabiliname is surscibed to the sacknowledged to the that he s	Notary Public in and for said County, in the state aforesaid, DO A A LEABERT, as the authorized signatory of E & AA Venture lity company, personally known to me to be the same person whose foregoing instrument, appeared before me this day in person and igned and delivered the said instrument as his own free and voluntary act of said entity for the uses and purposes therein set forth.
GIVEN under my nano	and Notarial Seal this 24th day of June, 2010.
	Sent Amus NOTARY PUBLIC
	My Commission Expire MITRIY POLYAKOV Notary Public - State of Illinois My Commission Expires Oct 30, 2012
STATE OF ILLINOIS	
) ss
COUNTY OF COOK	
Trust Company, personally kn foregoing instrument, appeare	Notary Public in and for said County, in the state aforesaid, DO ANDATON, the AND of The PrivateBank and nown to me to be the same person whose name is subscribed to the d before me this day in person and acknowledge? To me that Le instrument as his own free and voluntary act and for the uses and
GIVEN under my hand	and Notarial Seal this 26 day of June, 2010.
"OFFICIAL SEAL" "OFFICIAL SEAL	NOTARY PUBLIC My Commission Expires: 918 2010

1018729115 Page: 5 of 5

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EXHIBIT A

THE PROPERTY -- LEGAL DESCRIPTION

DATS 55 TRANSPIER 50 NOTE INCOME INCOMESSATE IN EDGAME S. ONERS LINCOLA AND CONTON AGENCE PROPERTY SIZE OF BLOCK 4 IN BUBBLES AND INLINO'S SLEDNISSION OF PART OF SOUTH EAST 194 OF SECTION 55, TOWNSHIP 41 NOTETH, BANGE 13 SAST OF THE THIRD STRANSPAIL MEMBERSHIP, IN COOK COUNTY, KLANSS

The final Property is 2 statement in the Second Second Linear Linear Second Linear Second Sec