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Prepared by and mail to:
Republic Bank of Chicago
Loan Operations Department
2221 Camden Court
Oak Brook, IL 60523



Doc#: 1022908311 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/17/2010 02:26 PM Pg: 1 of 5

Loan #373032801



Doc#: Fee: \$4.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 08/17/2010 02:26 PM Pg: 0

R1 2035001

AFFIDAVIT OF LOST OR MISPLACED DOCUMENT

*5
2 extra*

Metta Sanders, Loan Operations Asst. Manager, under oath, deposes and states as follows:

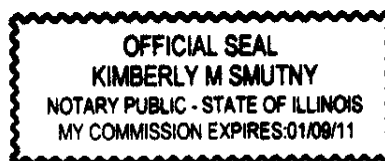
1. That he/she is the Asst. Manager of the Loan Operations Department of Republic Bank of Chicago, and in that capacity is responsible for the processing of loan documents and related matters.
2. That on or about 25th day of February, 2009, a certain Modification and Extension Agreement (the "Document") was mailed or otherwise sent to the Cook County Recorder of Deeds so that the same would be recorded.
3. That after a diligent search for the Document by the parties concerned, it has been determined that the original thereof is now lost or misplaced.
4. A true and correct copy of the Document is attached hereto and made a part hereof.

Metta Sanders

Metta Sanders, Loan Operations Asst Manager

Subscribed and sworn to before me
this 4th day of August, 2010.

Kimberly M Smutny
Notary Public



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Prepared by and Mail to:
 Commercial Loan Dept.
 Republic Bank of Chicago
 2221 Camden Court
 Oak Brook, IL 60523

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 25th day of February, 2009 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to National Bank of Commerce hereinafter called Bank, and LP RESTAURANT SPECIALIST, INC., the Owner of the property and/or the Obligor under the Note, and Vito R. Scavo, Linda J. Scavo and Patricia R. Schnurstein and, the Guarantors under the Note, hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$182,000.00 dated March 30, 2008, secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 0703847291, and 0703847292 respectively, covering the real estate described below:

LOT 17 (EXCEPT THE NORTH 5 FEET THEREOF) AND THE NORTH 10 FEET OF LOT 18 IN BLOCK 10 OF GOSS, JUDD AND SHERMAN'S WEST DIVISION STREET HOME ADDITION, A SUBDIVISION OF THE NORTHWEST ¼ IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly known as: 1604 North 23rd Avenue, Melrose Park, IL 60160
 PIN: 15-03-117-047-0000

FURTHER secured either in whole or in part by a Second Mortgage recorded as Document No. 0719309016, respectively, covering the real estate described below:

LOT 421 IN WINSTON PARK UNIT NO. 2, A SUBDIVISION OF PART OF SECTION 2 AND SECTION 3, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1956 AS DOCUMENT NO. 16628779 IN COOK COUNTY, ILLINOIS.

Commonly known as: 280 Braddock Drive, Melrose Park, IL 60160
 PIN: 15-02-114-009-0000

FURTHER secured either in whole or in part by a security interest in, and to all of the assets of Second Party as evidenced by the financing statement filed by the Secretary of State on April 3, 2007 as document no. 12032900.

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage by extending the maturity thereof and charged thereunder as otherwise set forth herein;

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00), the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from January 20, 2009 to July 20, 2009.
2. This agreement is subject to Second Party paying Bank a documentation fee of \$250.00 and interest in the amount of \$2,194.11.

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Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, setoffs and counterclaims both in law and equity, as is the lien of the Mortgage.

In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

Notwithstanding the foregoing, Second Party expressly waives any defenses, which it now has or may have or assert. Furthermore, in order to induce Bank to enter into this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party does hereby release, remise and forever discharge Bank of and from any and all setoffs, claims, counterclaims, demands, causes, causes of action, suits and/or judgments which it now has or may have against Bank including but not limited to matter arising out of the Note and/or any document, instrument or agreement securing the same or arising out of any banking relationship existing between the parties.

IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

BANK:
REPUBLIC BANK OF CHICAGO, an
Illinois banking corp.

BY: *Marge Schiavone*
Marge Schiavone,
Senior Vice President

SECOND PARTY:
LP Restaurant Specialist, Inc.

BY: *Linda J. Scavo*
Linda J. Scavo, President

CONSENTED TO BY GUARANTORS:

Vito Scavo
Vito Scavo, Individually

Linda J. Scavo
Linda J. Scavo, Individually

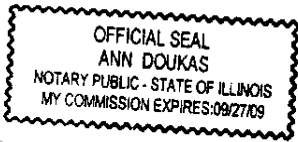
Patricia Schurstein
Patricia Schurstein, Individually

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STATE OF ILLINOIS]
] ss
COUNTY OF Cook]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that MARGE SCHIAVONE personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that She signed, sealed and delivered the said instrument as such officer of said Bank and caused the seal of said Bank to be thereunto affixed as her free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of MARCH, 2009.

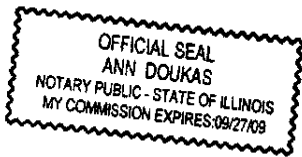


Ann Doukas
Notary Public

STATE OF ILLINOIS]
] ss
COUNTY OF Cook]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that VITO SCAVO personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of MARCH, 2009.



Ann Doukas
Notary Public

Property of Cook County Clerk's Office

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STATE OF ILLINOIS]
] ss
COUNTY OF Cook]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that LINDA J. SCAVO, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that She signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of MARCH, 2009.

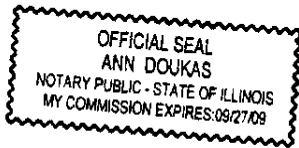


Ann Doukas
Notary Public

STATE OF ILLINOIS]
] ss
COUNTY OF Cook]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that PATRICIA SCHNURSTEIN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that She signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of MARCH, 2009.



Ann Doukas
Notary Public

PROPOSED COOK COUNTY CLERK'S OFFICE