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This Modification Prepared by
and after recording should be returned to:

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Chicago, Illinois 60606



Doc#: 1029216039 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/19/2010 01:56 PM Pg: 1 of 6

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE (this "Modification") is made this 30th day of September 2010, to be effective as of August 31, 2010 (the "Effective Date"), by Hubbard 2005 LLC, a Delaware limited liability company ("Grantor"), to and for the benefit of Associated Bank, National Association, its successors and/or assigns ("Lender"), with reference to the following facts:

A. Lender is the legal owner and holder of a Promissory Note dated April 30, 2010 (the "Original Note"), made by Grantor and others in the original principal amount of \$900,000.00 (the "Loan"). The Original Note replaced certain prior notes dating back to December 5, 2006.

B. The Original Note is secured by, among other things, that certain Mortgage dated December 5, 2006, and recorded in the office of the Recorder of Cook County, Illinois, on December 26, 2006, as document number 0636201199 (the "Mortgage"), creating a mortgage lien against real property and improvements located at 1716 West Hubbard, Chicago, Illinois, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Security Property"). The PINs of the Security Property are 17-07-232-011-0000, 17-07-232-012-0000, 17-07-232-013-0000, and 17-07-232-023-0000.

C. Lender has agreed to make certain modifications and extension to the Loan, evidenced by among other things, that certain Secured Term Note dated as of the Effective Date in the original principal amount of \$1,614,443.33, which amends and restates the Original Note (the "Note").

D. In order to induce Lender to modify the Loan and to accept the Note, Grantor has agreed to amend the Mortgage as set forth herein, but not otherwise.

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NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor, intending to be legally bound, agrees as follows:

1. **Definitions.** Defined terms used in this Modification that are not otherwise defined herein shall have the meaning ascribed to them in the Mortgage.

2. **Amendments.**

(a) The Section of the Mortgage captioned "MAXIMUM LIEN" is hereby deleted and replaced as follows:

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$3,228,856.66.

(b) The Maturity Date of the Note is extended from January 31, 2008, to September 1, 2015.

(c) All references to the "Note" in the Mortgage shall be deemed to refer to the Note as defined in this Modification, as further amended, restated, modified, extended, renewed, guaranteed or assumed from time to time.

3. **Recording.** Upon the execution of this Modification, Borrower shall cause it to be promptly recorded in the Office of the County Recorder for Cook County, Illinois.

4. **Continuing Force and Effect.** Except as specifically modified by this Modification, the Mortgage shall continue in full force and effect. Borrower reaffirms all of its obligations, liabilities, duties, covenants, and agreements to and with Lender pursuant to the Mortgage and agrees that such obligations, liabilities, duties, covenants, and agreements shall continue in full force and effect and shall not be discharged, limited, impaired, or, except as provided in this Modification, affected in any manner whatsoever.

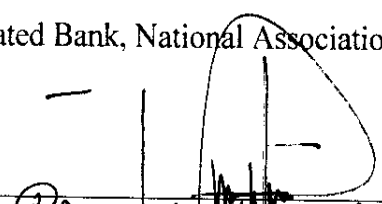
[signature pages follow]

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ACCEPTED as of the date first above written:

LENDER:

Associated Bank, National Association.

By: 
 Name: PAUL MOKHATAS
 Its: SVP

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ACKNOWLEDGMENT:

STATE OF Illinois)
) ss.
 COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County and State, certify that Paul Mokhatas, personally known to me to be the Sr. Vice President of Associated Bank, National Association, and the person whose name is subscribed to the foregoing instrument, personally appeared before me this day and severally acknowledged that s/he signed and delivered the said instrument as her/his free and voluntary act and the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand the Notarial Seal this 30 day of September, 2010.

[seal]



Mary Ann Schott
 Notary Public

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PARCEL 1:

LOTS 2, 3, 4, 7, 15, 16, 17, 18, 19, AND THE WEST 4.3 FEET OF LOT 14 ALL IN EMBREE'S SUBDIVISION OF BLOCK 31 OF CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 1/2 OF THE VACATED ALLEY, LYING EAST OF AND ADJOINING LOTS 6 AND 7, AFORESAID; AND

THE NORTH 1/2 OF THE VACATED ALLEY LYING SOUTH AND ADJOINING LOT 7, AFORESAID AND SOUTH OF THE WEST 1/2 OF THE HERETOFORE MENTIONED NORTH/SOUTH VACATED ALLEY EXTENDED SOUTH; AND

THE SOUTH 1/2 OF THE VACATED ALLEY, LYING NORTH OF AND ADJOINING LOTS 15 TO 19, INCLUSIVE, AND THE WEST 4.3 FEET OF LOT 14 AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT A

SECURITY PROPERTY

[attached]



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