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Doc#: 1031239053 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/08/2010 03:10 PM Pg: 1 of 6

**THIS INSTRUMENT PREPARED BY:
AND RECORD AND RETURN TO:**

Alvin J. Helfgot
Deutsch, Levy & Engel, Chtd.
225 West Washington Street
Suite 1700
Chicago, IL 60606
(312) 346-1460

ADDRESS OF PROPERTY:
1031-1035 South Boulevard
Oak Park, IL 60302

PIN: 16-07-302-003-0000

[FOR RECORDER'S USE ONLY]

MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS, made as of November __, 2010 ("Modification Agreement"), between SACHEM BUILDING, LLC, an Illinois limited liability company (the "Grantor"), and COMMUNITY BANK OF OAK PARK RIVER FOREST ("Lender").

RECITALS

A. On or about June 29, 2006, the Lender made a \$1,255,000.00 loan (the "Loan") to the Grantor, which Loan is evidenced by a Promissory Note dated June 29, 2006 ("Note No. 1") executed by the Grantor to the Lender, as amended by a Change in Terms Agreement dated March 1, 2009.

B. To secure repayment of the Loan, the Grantor conveyed to the Lender a mortgage lien on the property located at 1031-1035 South Boulevard, Oak Park, Illinois (the "Property"), pursuant to the terms of a Mortgage dated as of June 29, 2006, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder") on July 27, 2006 as Document No. 0620842008 (the "Mortgage").

C. As further collateral for repayment of the Loan, the Grantor executed an Assignment of Rents (the "Assignment") dated as of June 29, 2006, in favor of the Lender relative to the Property, which Assignment was recorded with the Recorder on July 27, 2006, as Document No. 0620842009.

D. Lender also made a \$600,000.00 loan to Grantor ("Loan No. 2") evidenced by a Promissory Note dated November 2, 2006, as amended by a Change in Terms Agreement dated March 1, 2009 ("Note No. 2").

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E. The Grantor and Lender have agreed to combine Loan No. 1 and Loan No. 2 into one loan in the principal amount of \$1,747,500.00 ("Loan No. 3").

F. The parties hereto desire to enter into this Modification Agreement for the purpose of modifying the Mortgage and the Assignment to provide that Loan No. 3 is secured by the Mortgage and the Assignment.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Modification Agreement and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. The recital provisions stated above are fully incorporated herein by reference.
2. The definition of "Note" in the Mortgage and in the Assignment of Rents is amended in its entirety as follows:

"The word "Note" means the Promissory Note dated November 4, 2010, in the principal amount of \$1,747,500.00 from Grantor to Lender together with all extensions, renewals, modifications, consolidations and substitutions thereof."

3. Except as hereinabove otherwise provided, all terms and provisions of the Mortgage and Assignment shall remain unchanged and in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

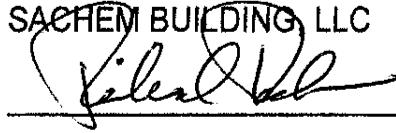
Signature Page Follows

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IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement as of the date set forth above.

SACHEM BUILDING, LLC

By:



Printed Name and Title:

RICHARD TALASKE, MANAGER

By:

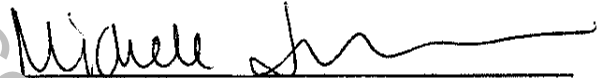


Printed Name and Title:

Paul A. Bedluth, Manager

COMMUNITY BANK OF OAK PARK
RIVER FOREST

By:



Printed Name and Title:

Michele Joubert / Loan Officer

Property of Cook County Clerk's Office

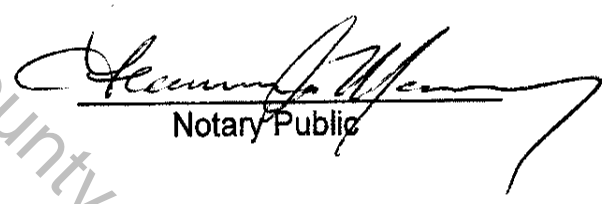
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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

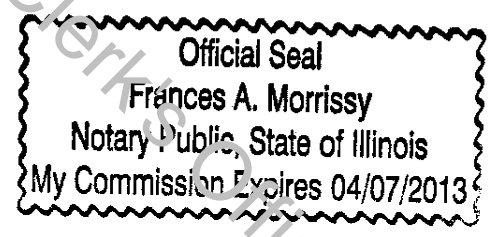
I, the undersigned, a Notary Public, in and for the County and State aforesaid,
DO HEREBY CERTIFY, that
RICHARD TALASKE, MANAGER, and
(Name) (Title)
PAUL K. Beckwith, MANAGER,
(Name) (Title)

of Sachem Building, LLC, personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, as of the 4 day of November, 2010.


Notary Public

Commission expires: April 7, 2013



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STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

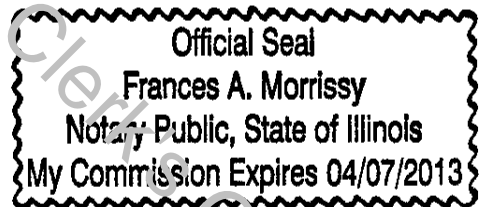
I, the undersigned, a Notary Public, in and for the County and State aforesaid,
 DO HEREBY CERTIFY that
Michele Joubert, Loan Officer
 (Name) (Title)

of Community Bank of Oak Park River Forest, 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 ^{MICHELE}Joubert signed and delivered the said instrument as
^{Loan Officer} Loan Officer of own free and voluntary act and as the free and voluntary act of said bank, for the
 uses and purposes therein set forth.

Given under my hand and official seal, as of the 4 day of November, 2010.

Frances A. Morrissy
 Notary Public

Commission expires: April 7 2013



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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 6 IN SCOVILLE'S ADDITION TO HARLEM, A SUBDIVISION OF LOTS 8 TO 11 INCLUSIVE, 19, 20, 28, 29, 34, 35, 44 AND 45 IN DENTON'S SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office