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(fall)



Doc#: 1035741023 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/23/2010 11:04 AM Pg: 1 of 4

RECORDATION REQUESTED BY:
FIRST BANK OF HIGHLAND
PARK
NORTHBROOK OFFICE
633 SKOKIE BLVD
NORTHBROOK, IL 60062

WHEN RECORDED MAIL TO:
First Bank of Highland Park
Attn: Loan Operations
633 Skokie Blvd, Suite 320
Northbrook, IL 60062

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 15, 2010, is made and executed between KENNETH MOTEW and MICHAEL ZUCKER, as tenants in common, whose address is 1111 Wade Street, Highland Park, IL 60035 (referred to below as "Grantor") and FIRST BANK OF HIGHLAND PARK, whose address is 633 SKOKIE BLVD, NORTHBROOK, IL 60062 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 14, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded in the office of the Recorder of Deeds of Cook County, Illinois on May 24, 2004 as document numbers 0414533206 and 0414533207, respectively.

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

UNIT 3736-G AND P-5 IN THE CLIFTON COURT CONDO AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 38 AND 39 IN BLOCK 1 IN BUCKINGHAM'S SECOND ADDITION TO LAKEVIEW, A SUBDIVISION OF ALL OF BLOCK 11 AND PARTS OF BLOCK 10 AND 12 (EXCEPT RAILROAD) OF LAFLIN, SMITH AND DYERS' SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0406545040 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3736 Clifton, # G, Chicago, IL 60613. The Real Property tax identification number is 1420-215-051-1008.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

All references in the Mortgage and the Assignment of Rents to the word Note shall now mean the following:

Sean/the
P 4
S N
SC Y
INT Y

Box 400-CTCC

C.T.I.C. 8225141 D2 KARSA

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1628

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A Promissory Note from Kenneth E. Motew and Michael L. Zucker to Lender with an original date of March 12, 2004 in the original principal amount of Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00) together with all renewals of, extensions of, modifications of and substitutions for the Promissory Note;

A Promissory Note from 1938 Sunnyside LLC to Lender with an original date of December 1, 2008 in the original principal amount of One Million Five Hundred Fifty Thousand and 00/100 Dollars (\$1,550,000.00), together with all renewals of, extensions of, modifications of and substitutions for the Promissory Note; and

A Promissory Note from 666 Burton LLC to Lender with an original date of December 1, 2008 in the original principal amount of Five Hundred Sixty Thousand and 00/100 Dollars (\$560,000.00), together with all renewal of, extensions of, modifications of and substitutions for the Promissory Note.

Maximum Lien. At no time shall the principal amount of indebtedness secured by the Mortgage and Assignment of Rents, not including sums advanced to protect the security of the Mortgage or Assignment of Rents, exceed \$4,440,000.00.

All other terms and conditions remain in full force and effect as further described below in the paragraph entitled "Continuing Validity".

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 waive 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 or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

INDEBTEDNESS AND LIENS. Borrower covenants and agrees with Lender during the term of this Mortgage, including all renewals, extensions and modifications, Borrower shall not, without the prior written consent of Lender: (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Note, create, incur, or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 15, 2010.

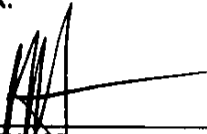
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MODIFICATION OF MORTGAGE (Continued)

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GRANTOR:

X 
KENNETH MOTEW

X 
MICHAEL ZUCKER

LENDER:

FIRST BANK OF HIGHLAND PARK

X 
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF LAKE

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On this day before me, the undersigned Notary Public, personally appeared KENNETH MOTEW and MICHAEL ZUCKER, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of December 2010.

By  Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 4-17-14

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS

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COUNTY OF LAKE

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On this 14th day of December, 2010 before me, the undersigned Notary Public, personally appeared David Smith and known to me to be the S.V.P., authorized agent for **FIRST BANK OF HIGHLAND PARK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST BANK OF HIGHLAND PARK**, duly authorized by **FIRST BANK OF HIGHLAND PARK** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **FIRST BANK OF HIGHLAND PARK**.

By [Signature]

Residing at Waukegan IL 60085

Notary Public in and for the State of ILLINOIS

My commission expires 4-17-14

Cook County Clerk's Office