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RECORDATION REQUESTED BY:

Belmont Bank & Trust
Company
8250 West Belmont Avenue
Chicago, IL 60634



WHEN RECORDED MAIL TO:

Belmont Bank & Trust
Company
8250 West Belmont Avenue
Chicago, IL 60634

Doc#: 1112308206 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/03/2011 03:16 PM Pg: 1 of 5

SEND TAX NOTICES TO:

Belmont Bank & Trust
Company
8250 West Belmont Avenue
Chicago, IL 60634

FOR RECORDER'S USE ONLY

H25254025
This Modification of Mortgage prepared by:

Robert Sztremer
Belmont Bank & Trust Company
8250 West Belmont Avenue
Chicago, IL 60634

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 5, 2011, is made and executed between Martin C. Gutilla, Anthony J. Gutilla and James J. Banks (referred to below as "Grantor") and Belmont Bank & Trust Company, whose address is 8250 West Belmont Avenue, Chicago, IL 60634 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 20, 2011 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated August 20, 2011 and recorded with Cook County Recorder of Deeds on November 16, 2010 as document number 1032035090.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1030 N. State St., Unit 8J, Chicago, IL 60610. The Real Property tax identification number is 17-04-424-051-1424.

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

The maturity date of the Indebtedness is hereby extended to March 5, 2012, the governing index is changed to WSJ Prime with 3.500% margin with monthly payment due in the amount of \$1,000.00 principal plus accrued interest. Grantor also acknowledges that other paragraphs included below further modify the Mortgage to the extent described therein. The Indebtedness was originally evidenced by Promissory Note dated August 20, 2010 in the original maximum principal amount of \$150,000.00, then by Promissory Note dated January 10, 2011 in principal amount of \$175,045.56, and is now evidenced by Promissory Note dated March 5, 2011 in the principal amount of \$173,000.00.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 7000001468

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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.

REAFFIRMATION OF LOAN DOCUMENTS. Except as expressly herein provided, the undersigned each hereby reaffirm and incorporate herein by reference each and every term, provision, representation and warranty contained in any or all documents related to the loan from Lender (the "Loan Documents"), and further agree that said terms, provisions, representations and warranties shall remain in full force and effect. The undersigned further acknowledge that nothing contained herein shall be construed to limit or otherwise release the liability or obligations of any Borrower or Guarantor under the Loan Documents.

NO DEFENSES. Each of the undersigned represents to Lender that he has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against Lender in connection with the Loan Documents or any amendments to said documents or any action taken or not taken by the Lender with respect thereto or with respect to the collateral.

RELEASE. Each of the undersigned hereby releases and forever discharges Lender, its affiliates, and each of its officers, agents, employees, attorneys, insurers, successors and assigns, from any and all liabilities, or causes of action, known or unknown, arising out of any action or inaction with respect to the Loan Documents.

DISCLAIMER. Each of the undersigned expressly disclaims any reliance on any oral representation made by Lender with respect to the subject matter of this Agreement. Each of the undersigned acknowledges and agrees that Lender is specifically relying upon the representations, warranties, releases and agreements contained herein.

CLASS WAIVER. All parties to this instrument agree that each party hereto may bring claims against the other only in its individual capacity, and not as a plaintiff or class representative or class member in any purported class or representative proceeding. Further, each party agrees that the court may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

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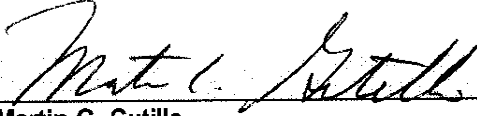
MODIFICATION OF MORTGAGE (Continued)

Loan No: 7000001468

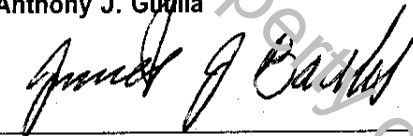
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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 5, 2011.

GRANTOR:

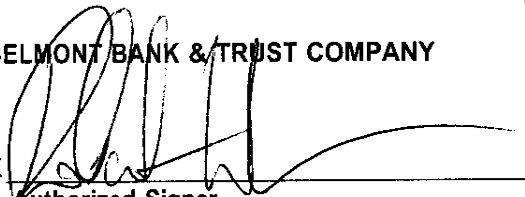
X 
Martin C. Gutilla

X 
Anthony J. Gutilla

X 
James J. Banks

LENDER:

BELMONT BANK & TRUST COMPANY

X 
Authorized Signer

Property of Cook County Clerk's Office

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Loan No: 7000001468

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

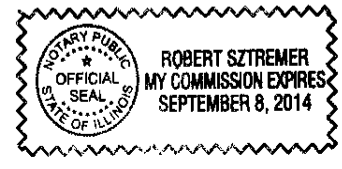
On this day before me, the undersigned Notary Public, personally appeared **Martin C. Gutilla; Anthony J. Gutilla; and James J. Banks**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5th day of March, 2011.

By [Signature] Residing at Chicago, IL

Notary Public in and for the State of IL

My commission expires 09/08/2014



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 30th day of April, 2011 before me, the undersigned Notary Public, personally appeared ROBERT SZTREMIEK and known to me to be the LOAN PROCESSOR, authorized agent for **Belmont Bank & Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Belmont Bank & Trust Company**, duly authorized by **Belmont Bank & Trust Company** 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 **Belmont Bank & Trust Company**.

By [Signature] Residing at NILES, IL

Notary Public in and for the State of IL

My commission expires 10/06/13



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EXHIBIT A

UNIT 8J IN NEWBERRY PLAZA CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1 TO 11 BOTH INCLUSIVE, AND VACATED ALLEY ADJACENT THERETO IN NEWBERRY ESTATE TRUSTEES SUBDIVISION OF LOT 5 IN BLOCK 16 IN BUSHNELLS ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BLOCK 5 IN CANAL TRUSTEES SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25773994 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

The Real Property or its address is commonly known as 1030 N State Street, unit 8J, Chicago, IL 60610.
The Real Property tax identification number is 17-04-424-051-1424.

BOX 441

Cook County Clerk's Office