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Doc#: 1113822070 Fee: \$44.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/18/2011 02:34 PM Pg: 1 of 4

ADJUSTABLE RATE SECOND MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT -MORTGAGE EXTENSION AND MODIFICATION AGREEMENT

(this "Mortgage EXTENSION AND MODIFICATION AGREEMENT Extension Agreement") is made effective as of the November 1, 2010, by and among 7100 N. Ridgeway LLC ("Mortgagor") and McGrath Lexus of Chicago ("Lender").

The term "Second Mortgage" shall refer to the Adjustable Rate Second Mortgage, Assignment Of Leases And Rents, And Security Agreement, from Mortgacor in favor of Lender, dated November 1, 2008 and recorded January 14, 2009 as document number 0901445090 to secure an indebtedness referred to r the Second Mortgage as the Debt. The real estate encumbered by the second Mortgage is legally described on Exhibit A attached hereto.

Except as specifically modified by this Agreement, all the terms, conditions, provisions and grants made in the Second Mortgage shall remain in full force and effect and are incorporated herein by reference as though fully restated herein in their entirety. All terms used herein shall have the definition ascribed thereto in the Second Mortgage. This Mortgage Extension Agreement is to evidence the provisions set forth in that certain First Arenament And Extension Of CAR Leasing Agreement, which amends the Agreement as specifically provided for herein:

- The Maturity Date of the Debt is extended to the earlier of (a) the first to die of Sonny Fox or Marc Zaransky or (b) November 1, 2012.
- Commencing as of February 1, 2010 (but due and ravable on В. the 10^{th} of each calendar month), monthly payments of principal and interest shall be in an amount equal to \$4,500.00 per month plus one half of the monthly CAR Portion that exceeds \$9,000.00. All payments shall be applied as specified in Paragraph 3 of the Second Mortgage.
 - The interest rate shall remain as provided for in the Note.
- No part of any payment made under the Note shall be applied to the Secured Debt until the Unsecured Debt plus interest thereon is paid in full but rather all payments shall be first applied against the portion of the Remaining Debt which is not secured by the Second Mortgage until all such Unsecured Portion plus interest thereon is paid in full.
- Notwithstanding Paragraph 10 of the Second Mortgage, provided transferee concurrently executes an Acknowledgment and Consent (hereinafter defined), Lender hereby consents to the transfer by Sonny

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Fox of a 50% membership interest in Mortgagor to Heidi Zaransky ("Heidi") and agrees that such shall not constitute an Event of Default under the Second Mortgage. The term "Acknowledgment and Consent" shall mean an instrument reasonably acceptable to Lender, in which transferee agrees and acknowledges: (A) the existence and validity of the Second Mortgage, (B) as beneficiary of the ILIT, the validity of the collateral assignment of the Life Policy, hereinafter defined and (C) the adequacy and sufficiency of the consideration for the collateral assignment of the Life Policy.

F. Mortgagor reaffirms and ratifies all of the provisions of the Second Mortgage except the extent modified hereby.

IN WITNESS WHEREOF, Mortgagor and Lender have executed this Mortgage Extension Agreement or caused this Mortgage Extension Agreement to be executed ry their duly authorized representatives as of the date set forth above.

	10207 00011	
	7100 N. Ridgeway, LLC , an Illinois Limited Linipatry	McGrath-Colosimo, LTD , an Illinois Corporation
	By: Aug / No	By Jufferd P M will
	Its: Manager and sole Member Print Name: Sonny fox	Print Name: Michael 8. McGrath
	STATE OF ILLINOIS) SS	
	COUNTY OF COOK)	1)×
I, the undersigned, a Notary evolic in and for said County, in the State aforesaid, do hereby certify that Sonny Fox, manager and sole member of Mortgager personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager and sole member, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company for the uses and purposes therein set forth.		
	of Given under my hand and n	otarial seal this _// day
	GAIL LAZZARA OFFICIAL MY COMMISSION EXPIRES	Bill Hospiro
١.	4 OFFICIAL 3 MAY GLIMMINAGUN EAPINEAC	<u> </u>

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael P. McGrath, general manager member of Lender personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general manager, appeared before me this day in person and acknowledged

My commission expires:

4.21.14

APRIL 21, 2014

SS

STATE OF ILLINOIS)

COUNTY OF

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that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day 2011. MY COMMISSION EXPIRES FEBRUARY 23, 2014 commission expires:__

Prepared By: Wager K. Frandsen 1250 W. Division Street Chicago, IL 60642

Return To: Roger K. Francisen ee.

County Clarks Office 1250 W. Division Street Chicago, IL 60642

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EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

LOT 1 (EXCEPT THE NORTH 581 FEET AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF) AND LOT 4 (EXCEPT THE SOUTH 409 FEET AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF) IN JOHN R. WALL'S ADDITION TO LINCOLNWOOD BEING A RESUBDIVISION OF PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 10-35-104-075-0000

Property Address: 7100 N. Ridgeway Avenue

Lincolnwood, IL 60712