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This Document Prepared By And When Recorded Return To:

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Doc#: 1115210070 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 06/01/2011 04:04 PM Pg: 1 of 5

For Recorder's Use Only

MODIFICATION OF MORTGAGE 1756 W. LAKE STREET, LLC

This Modification of Mortgage, dated March 30, 2011, is entered into by and between 1756 W. LAKE STREET, LLC, an Illinois limited liability company (herein referred to as "Mortgager"), and AMERICAN CHARTER BANK, an Illinois banking corporation (herein referred to as "Mortgagee").

WITNESSETH:

THAT WHEREAS, Mortgagor has previously executed and delivered that certain Mortgage, dated October 25, 2006 and recorded on February 14, 2007 with the Cook County Recorder of Deeds as Document No. 0704550064 (the "Mortgage"), which encumbers that certain property commonly known as 1756 W. Lake, Chicago, Illinois and more accurately described on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the terms of the Mortgage have been previously modified; and

WHEREAS, Mortgagee (pursuant to that certain Amendmer. No. 3 to Amended and Restated Forbearance Agreement, dated of even date herewith (the "Forbearance Amendment No. 3"), by and between, inter alia, Mortgagee and Mortgagor) has agreed, inter alia, to increase certain of its loans which are collateralized by the First Mortgage and the Second Mortgago and

WHEREAS, to ensure that the Mortgage properly collateralizes any and all obligations of Mortgagor and 1800 W. Lake Street, LLC in favor of Mortgagee (specifically including those obligations set forth in Forbearance Amendment No. 3), the parties desire to amend the First Mortgage and the Second Mortgage, as more specifically set forth herein.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The terms of the Forbearance Amendment No. 3 are hereby incorporated herein.
- 2. The principal balance of that certain Promissory Note dated April 31, 2008, by Mortgagor in favor of Mortgagee has increased by EIGHT THOUSAND AND NO/100THS DOLLARS (\$8,000.00).
- 3. The principal balance of that certain Promissory Note, dated March 30, 2010, by 1800 w. Lake Street, LLC in favor of Mortgagee has increased by SIXTY-TWO THOUSAND AND NO/100THS DOLLARS.

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4. Except as expressly modified above, the terms of 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 Mortgagee to this Modification of Mortgage does not waive Mortgagee's right to require strict performance of the Mortgage as changed above nor obligate Mortgagee to make any future modifications.

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1115210070 Page: 3 of 5

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IN WITNESS WHEREOF, the parties have executed this Modification of Mortgage as of the day and year first above written.

MORTGAGOR:

1756 W. LAKÆ STREET, LLC

Christopher Bambulas, Member Mulker

A.

Office

A.

Office

Office

1115210070 Page: 4 of 5

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STATE OF ILLINOIS)
COUNTY OF) SS.
I,, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Christopher and Daniela Bambulas, Members of 1756 W. Lake Street, LLC, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Members, appeared before me this day in person and acknowledged that such persons signed and delivered 'ne' 'aid instrument as such persons' own free and voluntary act and as the free and voluntary act of such limited liability company, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this $\frac{3/5f}{}$ day of March 2011.
Lumb Jan NOTARY PUBLIC
My Commission Expires:
(SEAL)
My Commission Expires: L-28-/4 [S E A L] OFFICIAL SEAL JERCALE GRAY NOTARY PUBLIC - STATE OF LLINOIS NY COMMISSION SUPPRESONANTA

1115210070 Page: 5 of 5

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EXHIBIT A

PROPERTY -- LEGAL DESCRIPTION

LOTS 37 TO 42, AND THE WEST ½ OF LOT 43 (EXCEPT THAT PART TAKEN FOR ALLEY) IN ROBINSON'S SUBDIVISION OF BLOCK 47 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.Ns.:

17-07-414-014-0000 \(\tau-07-414-015-0000 \(\tau-07-414-015-0000 \(\tau-07-414-017-0000 \(\tau-07-414-018-0000 \(\tau-07-414-018-0000 \(\tau-07-414-022-0-000 \(\tau-07-414-024-0-000 \(\tau-07-414-025-0000 \(\tau-07-414-035-0000 \(\tau-07-414-035-0000 \(\tau-07-414-035-0000\)

Common Address: 1756 West Lake Street, Chicago, Illinoia 60612