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This instrument was prepared by and after recording should be mailed to:

Ginsberg Jacobs LLC
Attention: Ana Acena, Esq.
300 South Wacker Drive
Suite 2450
Chicago, Illinois 60606

Permanent TIN: 17-03-300-021-0000



Doc#: 1116729040 **Fee:** \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/16/2011 11:39 AM Pg: 1 of 6

Property of Cook County

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MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (hereinafter referred to as this "Modification"), made this ___ day of April, 2011 by MORRISON ORLAND PARK, LLC, an Illinois limited liability company, (hereinafter referred to as "Mortgagor") and MB FINANCIAL BANK, N.A., successor-in-interest to New Century Bank, a national banking association (hereinafter referred to as "Mortgagee") modifies the following documents:

- (1) Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing between Mortgagor and Mortgagee dated November 5, 2007 and recorded November 6, 2007 in Cook County, Illinois as Document 0731003135, as modified by (a) Modification dated June 23, 2008 and recorded June 30, 2008 as Document 08182311113, (b) Second Modification dated August 31, 2008 and recorded October 15, 2008 as Document 0828939039, (c) Modification dated November 5, 2008 and recorded January 8, 2009 as Document 0900822107, (d) Modification dated April 28, 2009 and recorded September 30, 2009 as Document 0927318067 (items (a) through (d) hereinafter referred to, collectively, as the "Prior Modifications"), and (e) Modification dated September 29, 2009 and recorded October 1, 2009 as Document 0927422086 (collectively, the "Mortgage"); and

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- (2) Assignment of Rents and Leases between Mortgagor and Mortgagee dated November 5, 2007 and recorded November 6, 2007 as Document 0731003136 as modified by the Prior Modifications and the Modification of Assignment of Rents and Leases dated September 29, 20089 and recorded October 1, 2009 as Document 0927422087 (collectively, the "ALR").

1. Paragraphs A and B on page 1 of the Mortgage are deleted and the following is substituted in lieu thereof:

A. The Lender has agreed to loan to the Mortgagor the principal amount of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00) ("Loan 1"). Loan 1 shall be evidenced by that certain Mortgage Note of even date herewith (as amended, supplemented, modified, restated or replaced from time to time, "Note 1"), executed by the Mortgagor and made payable to the order of the Lender in the original amount of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00) and due on the maturity date set forth in Note 1 (the "Maturity Date"), except as may be accelerated pursuant to the terms hereof, Note 1 or of any other document or instrument now or hereinafter given to evidence or secure the payment of Note 1 or delivered to induce the Lender to disburse the proceeds of Loan 1 (Note 1, together with such other documents, as amended or replaced from time to time, being collectively referred to herein as the "Loan 1 Documents").

B. The Lender has agreed to loan to Morrison Furniture, Inc., an Illinois corporation and an affiliate of Mortgagor ("MFI"), the principal amount of Four Hundred Fifty Six Thousand Seven Hundred Sixty and 53/100 Dollars (\$456,760.53) ("Loan 2"). Loan 2 shall be evidenced by that certain Term Loan Note of even date herewith (as amended, supplemented, modified, restated or replaced from time to time, the "Note 2"), executed by MFI and made payable to the order of the Lender in the original amount of Four Hundred Fifty Six Thousand Seven Hundred Sixty and 53/100 Dollars (\$456,760.53) and due on the maturity date set forth in Note 2 (the "Maturity Date"), except as may be accelerated pursuant to the terms hereof, Note 2 or of any other document or instrument now or hereinafter given to evidence or secure the payment of Note 2 or delivered to induce the Lender to disburse the proceeds of Loan 2 (Note 2, together with such other documents, as amended or replaced from time to time, being collectively referred to herein as the "Loan 2 Documents"). Note 1 and Note 2 shall hereinafter be referred to, jointly and severally, as the "Note". Loan 1 and Loan 2 shall hereinafter be referred to, jointly and severally, as the "Loan". The Loan 1 Documents and the Loan 2 Documents shall hereinafter be referred to, jointly and severally, as the "Loan Documents".

C. As a condition precedent to Lender's extension of Loan 1 and Loan 2 to each of Mortgagor and MFI and as security for such loans, Lender requires that Mortgagor execute and deliver this Mortgage.

2. In Sections 16(a) and (b) of the Mortgage, the term "Note" shall be replaced with the term "Note 1" and the term "Loan Documents" shall be replaced with the term "Loan 1 Documents".

3. Section 26 of the Mortgage is amended such that Lender's address for notices shall be:

MB Financial Bank, N.A.
Attention: Anthony Spears

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6111 North River Road
Rosemont, Illinois 60018

With a copy to:

Ginsberg Jacobs LLC
Attention: Steven F. Ginsberg
300 South Wacker Drive
Suite 2450
Chicago, Illinois 60606

4. Paragraphs A and B on page 1 of the ALR are deleted and the following is substituted in lieu thereof:

A. Assignee has agreed to loan to Assignor the principal amount of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00) ("Loan 1"). Loan 1 shall be evidenced by that certain Mortgage Note of even date herewith (as amended, supplemented, modified, restated or replaced from time to time, "Note 1"), executed by Assignor and made payable to the order of Assignee in the original amount of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00) and due on the maturity date set forth in Note 1 (the "Maturity Date"), except as may be accelerated pursuant to the terms hereof, Note 1 or of any other document or instrument now or hereinafter given to evidence or secure the payment of Note 1 or delivered to induce Assignee to disburse the proceeds of Loan 1 (Note 1, together with such other documents, as amended or replaced from time to time, being collectively referred to herein as the "Loan 1 Documents").

B. Assignee has agreed to loan to Morrison Furniture Inc., an Illinois corporation and an affiliate of Assignor ("MFI"), the principal amount of Four Hundred Fifty Six Thousand Seven Hundred Sixty and 53/100 Dollars (\$456,760.53) ("Loan 2"). Loan 2 shall be evidenced by that certain Term Loan Note of even date herewith (as amended, supplemented, modified, restated or replaced from time to time, the "Note 2"), executed by MFI and made payable to the order of Assignee in the original amount of Four Hundred Fifty Six Thousand Seven Hundred Sixty and 53/100 Dollars (\$456,760.53) and due on the maturity date set forth in Note 2 (the "Maturity Date"), except as may be accelerated pursuant to the terms hereof, Note 2 or of any other document or instrument now or hereinafter given to evidence or secure the payment of Note 2 or delivered to induce Assignee to disburse the proceeds of Loan 2 (Note 2, together with such other documents, as amended or replaced from time to time, being collectively referred to herein as the "Loan 2 Documents"). Note 1 and Note 2 shall hereinafter be referred to, jointly and severally, as the "Note". Loan 1 and Loan 2 shall hereinafter be referred to, jointly and severally, as the "Loan". The Loan 1 Documents and the Loan 2 Documents shall hereinafter be referred to, jointly and severally, as the "Loan Documents".

C. As a condition precedent to Assignee's extension of Loan 1 and Loan 2 to each of Assignor and MFI and as security for such loans, Assignee requires that Assignor execute and deliver this Assignment.

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5. Sections 2(a) and (b) of the ALR are deleted in their entirety and replaced by the following provisions:

- (a) the payment by the Assignor when due of (i) the indebtedness evidenced by Note 1 and any and all renewals, extensions, replacements, amendments, modifications and refinancing thereof, (ii) any and all other indebtedness and obligations that may be due and owing to the Assignee by the Assignor under or with respect to the Loan 1 Documents; and (iii) all costs and expenses paid or incurred by the Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees;
- (b) the observance and performance by the Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Assignor or any other obligor to or benefiting the Assignee which are evidenced or secured by or otherwise provided in Note 1, this Assignment or any of the other Loan 1 Documents, together with all amendments and modifications thereof;
- (c) the payment by MFI when due of (i) the indebtedness evidenced by Note 2 and any and all renewals, extensions, replacements, amendments, modifications and refinancing thereof, (ii) any and all other indebtedness and obligations that may be due and owing to the Assignee by MFI under or with respect to the Loan 2 Documents; and (iii) all costs and expenses paid or incurred by the Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and
- (d) the observance and performance by MFI of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of MFI or any other obligor to or benefiting the Assignee which are evidenced or secured by or otherwise provided in Note 2, this Assignment or any of the other Loan 2 Documents, together with all amendments and modifications thereof.

6. Mortgagor and Mortgagee hereby acknowledge and agree that the modifications contained herein shall in no manner affect or impair the lien created by the Mortgage, which lien is valid and subsisting, and all of the terms and provisions of the Mortgage shall be and remain in full force and effect as therein written except as modified herein. Mortgagor acknowledges and agrees that there are no defenses, counterclaims or offsets to the Mortgage.

7. Mortgagor and Mortgagee hereby acknowledge and agree that the modifications herein shall in no manner affect or impair the rights and obligations created by the ALR, which are valid and subsisting, and all of the terms and provisions of the ALR shall be and remain in full force and effect as therein written except as modified herein. Mortgagor acknowledges and agrees that there are no defenses, counterclaims or offsets to the ALR.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE(S) TO FOLLOW]

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IN WITNESS WHEREOF, the undersigned has executed this Modification of Mortgage and Assignment of Rents and Leases as of the date first written above.

MORRISON ORLAND PARK, LLC,
an Illinois limited liability company

By: James C. Morrison

Its: Manager

Property of Cook County Clerk's Office

STATE OF ILLINOIS)

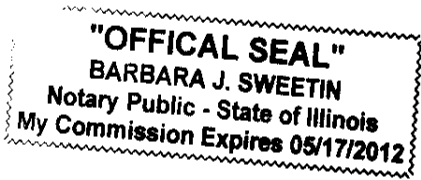
COUNTY OF Cook)

I, Barbara J. Sweetin, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMES C. MORRISON, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as a Manager of such limited liability company, 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.

GIVEN under my hand and notarial seal, the 21 day of April, 2011.

Barbara J. Sweetin
NOTARY PUBLIC

Print Name: Barbara J. Sweetin
My Commission Expires: 5-17-2012



(SEAL)

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

LOT 7, IN ORLAND PARK CROSSING, BEING A SUBDIVISION OF PART OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 2005 AS DOCUMENT NUMBER 0525845136, IN COOK COUNTY, ILLINOIS

PIN NO. 27-03-300-021-0000

Property of Cook County Clerk's Office