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#### RECORDATION REQUESTED BY:

Raul Gonzales BMO Harris Bank N.A. 311 West Monroe Street Chicago, Illinois 60603



1210308611 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 04/12/2012 03:10 PM Pg: 1 of 5

#### WHEN RECORDED MAIL TO:

Raul Gonzales BMO Harris Bank N.A. 311 West Monroe Street 6th Floor Chicago, Illinois 60603

FOR RECORDER'S USE ONLY

This Modification of Mortgage and Assignment of Rents

prepared by:

Raul Gonzales BMO Harris Bank N.A. 311 West Monroe Street H2528021 Chicago, Illinois 60603

#### MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS dated as of March 22, 2012, is made and executed between North Star Trust Company, not personally but as Successor Trustee under Trust Agreement dated December 10, 2004 and known as Trust Number HTB 1605, whose address is 500 West Madison Street, Suite 3150, Chicago, Illinois 60661 (referred to below as "Grantor") and BMO Harris Bank N.A., formerly known as Harris N.A, as successor by merger with Harris Trust and Savings Bank, whose address is 111 West Monroe Street, Chicago, Illinois 60603 (referred to below as "Lender").

MORTGAGE AND ASSIGNMENT OF RENTS. In order to secure certain indebtedness of Grantor owing to Lender, Grantor executed and delivered to Lender (i) a Mortgage dated January 10, 2005, recorded January 26, 2005, as document number 0502602168 (the "Mortgage") and (ii) an Assignment of Rents dated January 10, 2005 recorded January 26, 2005, as document number 0502602169 (the "Assignment"), each of which is recorded in Cook County, State of Illinois.

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### MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS (Continued)

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

LOT 7 IN NORTHBROOK COURT OFFICE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 2. TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 85-95 Revere Drive, Northbrook, Illinois 60062. The Ken Property tax identification number is 04-02-101-020-0000.

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

This Modification of Mortgage and Assignment of Rents reflects the following: that the Mortgage and Assignment now secure (i) a Promissory Note of The Click Family Limited Partnership, dated March 22, 2012 in the original principal amount of \$3,023,845.50 to Lender bearing interest at the rate set forth therein and payable as set forth therein (such Promissory Note hereinafter referred to as the "Note 86796"), and (ii) a Promissor's Note of The Glick Family Limited Partnership and SDJ, L.L.C, dated March 22, 2012 in the original principal amount of \$1,519,295.11 to Lender bearing interest at the rate set forth therein and payab e as set forth therein (such Promissory Note hereinafter referred to as the "Note 341292", and together with Note 86796 hereinafter referred to collectively as the "Note"); and (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the amount of \$4,543,135.61. All other terms and conditions remain the same.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage and the Assignment 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 and/or the Assignment as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or promissory notes or other Related Documents secured by the Mortgage and the Assignment. All references in the Mortgage and the Assignment to the term "Note" shall be deemed references to the term "Note" as defined herein and any and all notes, if any, issued in extension or renewal thereof or in substitution or replacement therefor. It is the intention of Lender to retain as liable all parties

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### MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS (Continued)

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to the Mortgage and the Assignment 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT IS DATED AS OF DATE AND YEAR FIRST ABOVE WRITTEN.

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GRANTOR:

	TRUST COMPA	NY, not personally of Land Trust
No. HTB	17/	Walanda Walandh
Name Gra	gory S. Kasp	zyk ————————————————————————————————————
LENDER:		
PMO HARRI	s Bank N.A.	

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## MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS (Continued)

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#### GRANTOR ACKNOWLEDGEMENT

### GRANTOR ACKNOWLEDGEMENT

STATE OF ILLINOIS )
COUNTY OF COOK SS
On this day of March, 2012 before me, the undersigned Notary Public, personally appeared Grand March, 2012 before me, the undersigned Notary Public, personally appeared Grand March, 2012 before me, the undersigned Notary Public, personally appeared Grand March, 2012 before me, the undersigned Notary Public, personally appeared Grand March, 2012 before me, the undersigned Notary Public, personally appeared Grand Public, personally authorized agent for the Grandor March, and for the State of the within and foregoing instrument and acknowledged said instrument to be the irre and voluntary act and deed of the said Grantor, duly authorized by the Grantor 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 that the seal affixed is the corporate seal of said Grantor.  By Residing at Cucing March, 2012 March Ma

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# MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS (Continued)

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#### LENDER ACKNOWLEDGEMENT

STATE OF ILLINOIS )
COUNTY OF SOME () SS
On this day of March, 2012 before me, the undersigned Notary Public, personally appeared and known to me to be the authorized agent for the Lender that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes the eigen mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.  Residing at
Notary Public in and for the State of Il'inois
My commission expires 1 - 24 - 2012 SUZANNE D. BASSETT NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES NOV 24, 2012