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RECORDATION REQUESTED BY:
MB Financial Bank, N.A.
Commercial Division 3
6401 North Lincoln Avenue
Lincolnwood, IL 60712

Doc#: 1233904044 **Fee:** \$46.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/04/2012 09:02 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:
MB Financial Bank, N.A.
Loan Documentation
6111 N. River Rd.
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
John Sheahan/Ln #277579/ID #18902/Trans #47852
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60018

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8289019 J6

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated September 6, 2012, is made and executed between JOAN DACHS BAIS YAAKOV ELEMENTARY SCHOOL - YESHIVAS TIFERES TZRI, INC., an Illinois Not-For-Profit Corporation, a/k/a JOAN DACHS BAIS YAAKOV ELEMENTARY SCHOOL - YESHIVAS TIFERES TZVI, INC., whose address is 6122 N. CALIFORNIA AVE CHICAGO, IL 60659-2616 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6401 North Lincoln Avenue, Lincolnwood, IL 60712 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 17, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of January 17, 2007 executed by Joan Dachs Bais Yaakov Elementary School-Yeshivas Tiferes Tzvi, Inc. ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on January 24, 2007 as document no. 0702409218, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on January 24, 2007 as document no. 0702409219, and modified by Modification of Mortgage dated as of March 17, 2008 executed by Grantor for the benefit of Lender, recorded on May 8, 2008 as document no. 0812910201.

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

PARCEL 1:

LOTS 1 AND 2 IN BRUMMEL PLACE SUBDIVISION OF THE SOUTH 315 OF THE NORTH 465 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13,

Box 400-CTCC

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EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THE EAST 33 FEET MEASURED PERPENDICULAR TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, ALSO EXCEPT THE WEST 66 FEET MEASURED PERPENDICULAR TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25) ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1956 AS DOCUMENT 16650663, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AGREEMENT RECORDED AS DOCUMENT 96138308 FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND REPAIR OF A STORM WATER DRAINAGE FACILITY AND IMPROVEMENTS OVER AND UPON THE EAST 30 FEET OF THE NORTH 30 FEET OF LOT 6 IN HOWARD-HARTREY SUBDIVISION.

PARCEL 3:

PERPETUAL, NON-EXCLUSIVE EASEMENT AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT RECORDED AS DOCUMENT 0418818040, FOR ACCESS TO AND FROM HOWARD AVENUE, INGRESS AND EGRESS OF TRUCKS, VANS, PASSENGER AUTOMOBILES AND OTHER VEHICLES AND PEDESTRIAN TRAFFIC OVER AND ACROSS A PORTION OF LOT 3 IN AFORESAID SUBDIVISION AS DEPICTED ON EXHIBIT 'D' ATTACHED THERETO

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AND RESTRICTIONS AGREEMENT RECORDED AS DOCUMENT 93840922 FOR PASSENGER AND TRUCK, VEHICULAR INGRESS AND EGRESS OVER AND ACROSS A PORTION OF LOT 9 IN HOWARD-HARTREY SUBDIVISION.

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 20 FEET OF LOT 3 IN AFORESAID SUBDIVISION AS CREATED BY THE AGREEMENT RECORDED JULY 5, 1955 AS DOCUMENT 16290044.

The Real Property or its address is commonly known as 222 Hartrey Avenue, Evanston, IL 60202. The Real Property tax identification number is 10-25-104-014-0000 and 10-25-104-015-0000.

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated as of September 6, 2012 in the original principal amount of \$3,625,716.13 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time. The interest rate on the Note is 2.000% per annum. Interest on the unpaid principal balance of the Note will be computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Payment of all interest and principal due on the Note is due no later than January 15, 2013 (such maturity date as it hereafter may be renewed, extended or amended from time to time, herein called the "Maturity Date"); provided, such Maturity Date shall not be later than Twenty (20) years after the date hereof.

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,

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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.

WAIVER. GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:


(1) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY BE DELIVERED RELATED TO THIS AGREEMENT OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH, (I) FURTHERANCE OF, OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT RELATED THERETO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY;

(2) EVERY DEFENSE, INCLUDING, WITHOUT LIMITATION, BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING, AND ANY CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH GRANTOR MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH, RELATED TO, OR IN FURTHERANCE OF THIS AGREEMENT.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 6, 2012.


GRANTOR:

JOAN DACHS BAIS YAAKOV ELEMENTARY SCHOOL - YESHIVAS TIFERES TZRI, INC.

By: 
AVI BANKER, Director of JOAN DACHS BAIS YAAKOV ELEMENTARY SCHOOL - YESHIVAS TIFERES TZRI, INC.

LENDER:

MB FINANCIAL BANK, N.A.


X _____
Authorized Signer

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CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS
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On this 1st day of OCTOBER, 2012 before me, the undersigned Notary Public, personally appeared AVI BANKER, Director of JOAN DACHS BAIS YAAKOV ELEMENTARY SCHOOL - YESHIVAS TIFERES TZRI, INC., and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature] Residing at 6401 W LINCOLN

Notary Public in and for the State of ILLINOIS
 My commission expires 5/3/15



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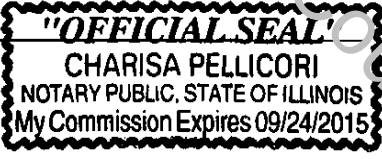
LENDER ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF Cook) SS
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On this 18th day of October, 2012 before me, the undersigned Notary Public, personally appeared Mitchell A. Margunoterm and known to me to be the Senior Vice President, authorized agent for **MB Financial Bank, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MB Financial Bank, N.A.**, duly authorized by **MB Financial Bank, N.A.** 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 **MB Financial Bank, N.A.**.

By Charisa Pellicori Residing at Lincolnwood
 Notary Public in and for the State of IL

My commission expires



County Clerk's Office