#### RECORDATION REQUESTED BY:

First Bank & Trust 820 Church Street Evanston, IL 60201

#### WHEN RECORDED MAIL TO:

First Bank & Trust 820 Church Street Evanston, IL 60201

#### SEND TAX NOTICES TO:

5340 N. Lincoln II, LLC 5340 North Lincoln Avenue Skokie, IL 60077

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Usen/Bley First Bank & Trust 820 Church Street Evanston, IL 60201

71915753 eaw

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 15, 2012, is made and executed between 5340 N. Lincoln II, LLC (referred to below as "Grantor") and First Ecolo & Trust, whose address is 820 Church Street, Evanston, IL 60201 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 20, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows.

and recorded on November 28, 2007 as document number 0733249074 and Assignment of Rents document number 0733240075 with the Cook County Recorder of Deeus

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

LOTS 21 AND 32 IN LINCOLN AVENUE HIGHLAND "L" SUBDIVISION OF PART OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, FANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOT 32, DEEDED TO THE DEPARTMENT OF TRANSPORTATION OF STATE OF ILLINOIS BY DEED RECORDED AS DOCUMENT 90193031, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5340 North Lincoln Avenue, Skokie, IL 60077. The Real Property tax identification number is 10-21-127-023-0000 and 10-21-127-024-0000.

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

This Modification of Mortgage reflects that the following paragraph is hereby inserted into the Mortgage and is made a part thereof:

The maximum lien amount of the Mortgage is hereby increased to \$761,659.22.

The paragraph entitled "Note" in the Mortgage is hereby deleted and replaced with the following:

Note. The word "Note" means (a) the promissory note dated October 15, 2012 in the original principal

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### MODIFICATION OF MORTGAGE

(Continued) Page 2 Loan No: 3761045-9001

amount of \$120,000.00 executed by Life Home Health Care Inc. ("Note 1") and (b) the promissory note dated November 15, 2012 in the original principal amount of \$641,659.22 executed by 5340 N Lincoln II, LLC ("Note 2") Notes 1 and 2 together with all renewals of, extensions of, amendments of, modifications of, refinancing of, consolidations of, substitutions of and replacements thereof, are hereinafter collectively referred to as the "Note".

The paragraph titled "Waiver of Right of Redemption" is hereby inserted into the Mortgage and is made a part thereof:

NOTWITHSTANDING ANY OF THE PROVISIONS OF THE CONTRARY Waiver of Right of Redemption. CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER ILCS 5/15-165 Nb) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON THE GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY

All other terms and conditions not specifically amended herein, remain unchanged and in full effect.

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 endorse, 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, 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 weight applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 15, 750/1/10 2012.

**GRANTOR:** 

5340 N. LINCOLN II, LLC

Cecilia C. Buenaflor, Member of 5340 N. Lincoln II, LLC

LENDER:

FIRST BANK & TRUST

Authorized Signer

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## MODIFICATION OF MORTGAGE

Loan No: 3761045-9001 (Continued) Page 3 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF Illena. ) SS COUNTY OF Cook November 20/2 before me, the undersigned Notary On this day of Public, personally appeared Cecilia C. Buenaflor, Member of 5340 N. Lincoln II, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company. Residing at Notary Public in and for the State of A OFFICIAL SEAL MARY DUBAY BUCKMAN My commission expires JUNI CONTRO NOTARY PUBLIC, STATE OF ILLINOIS

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### **MODIFICATION OF MORTGAGE**

(Continued) Loan No: 3761045-9001 Page 4 LENDER ACKNOWLEDGMENT STATE OF Allenge ) ) SS COUNTY OF 40/ 2 before me, the undersigned Notary On this Waln and known to me to be the Source Rusel Public, personally appeared Kandul , authorized agent for First Bank & Trust that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First Bank & Trust, duly authorized by First Bank & Trust through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he of she is authorized to execute this said instrument and in fact executed this said instrument on behalf of First Bank & Trust, - Residing at \_ (Munico Notary Public in and for the State of Williams OFFICIAL SEAL MARY DUBAY BUCK WAN NOTARY PUBLIC, STATE OF I NOIS My commission expires /b LASER PRO Lending, Ver. 12.3.10.002 Copr. Harland Financial Solutions, Inc. 1997, 2012. All Rights PAGO OFFICE Reserved. - IL G:\APPS\CFI\LPL\G201.FC TR-8629 PR-13