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RECORDATION REQUESTED BY:
MB Financial Bank, N.A.
Commercial Division 22
800 West Madison Avenue
Chicago, IL 60607

Doc#: 1301119050 **Fee:** \$46.25
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/11/2013 08:53 AM Pg: 1 of 4

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:
MDrozd/291101/DL# 10107
MB Financial Bank, N.A.
6111 N River Rd
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated October 15, 2012, is made and executed between Madison & Ogden LLC, whose address is 1535 W. Madison St., Chicago, IL 60607 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 800 West Madison Avenue, Chicago, IL 60607 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 28, 2011 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of June 28, 2011 executed by Madison & Ogden LLC, an Illinois limited liability company ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on July 30, 2012 as document no. 1221239048.

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

LOTS 12, 13, 14 AND THE EAST 29 1/2 FEET OF LOT 15 IN LAFLIN AND LOOMIS SUBDIVISION OF BLOCK 6 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1535 W. Madison St., Chicago, IL 60607. The Real Property tax identification number is 17-17-101-009-0000.

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

S Y
P H
S N
M Y
SC V
E N
INT AA

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

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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 March 30, 2012, in the original principal amount of \$268,077.04 executed by Billy Goat Tavern X, Inc. & Billy Goat Tavern I, Inc. payable to Lender, as amended, supplemented, modified or replaced from time to time. The interest rate on the Note is five and one half percent (5.50%) 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 November 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, 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 15, 2012.

GRANTOR:

MADISON & OGDEN LLC

By: 
Sam A. Sianis, Member of Madison & Ogden LLC

By: 
Athanasios Sianis, Member of Madison & Ogden LLC

By: 
Basilios Sianis, Member of Madison & Ogden LLC

By: 
Apostolos Sianis, Member of Madison & Ogden LLC

By: 
Theofanis Sianis, Member of Madison & Ogden LLC

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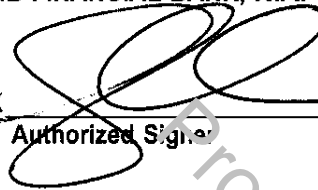
MODIFICATION OF MORTGAGE (Continued)

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LENDER:

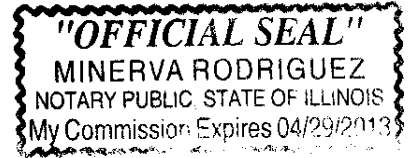
MB FINANCIAL BANK, N.A.

X 

 Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF COOK) SS
)



On this 21st day of December, 2012 before me, the undersigned Notary Public, personally appeared **Sam A. Sianis, Member of Madison & Ogden LLC; Athanasios Sianis, Member of Madison & Ogden LLC; Basilios Sianis, Member of Madison & Ogden LLC; Apostolos Sianis, Member of Madison & Ogden LLC; and Theofanis Sianis, Member of Madison & Ogden LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Minerva Rodriguez Residing at 800 W. Madison St. Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 4/29/2013

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 291101

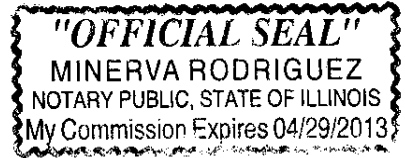
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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook)

)
) SS
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On this 21st day of December, 2012 before me, the undersigned Notary Public, personally appeared Scott Mier and known to me to be the First 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 Minerva Rodriguez Residing at 800 W. Madison St. Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 4/29/2013

Cook County Clerk's Office