

This instrument was prepared
by and after recording return to:

Mark M. Anderson, Esq.
O'Halloran Kosoff Geitner & Cook, LLC
650 Dundee Road, Suite 475
Northbrook, Illinois 60062

731 449 63 buy

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into as of the twenty-ninth (29th) day of November, 2012, by and between THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation with a place of business located at 1000 Green Bay Road, Winnetka, Illinois 60093 (the "Lender"), and KLEIN FAMILY II INVESTMENT COMPANY, LLC, an Illinois limited liability company with its principal place of business located at 3825 N. Central Avenue, Chicago, Illinois 60634 (the "Borrower").

WITNESSETH:

WHEREAS, on September 17, 2009, Borrower executed and delivered to the Lender mortgage and an assignment of rents that are described below on the real estate located at 9620 W. Grand Avenue in Franklin Park, Illinois 60131 (the "Property") in order to secure the payment of a loan in the original principal amount of \$650,000.00 that has been reduced to \$616,385.48 (the "Loan") that the Lender extended to the Borrower; and

WHEREAS, Lender is willing to extend the maturity date of the Loan until November 29, 2013, provided that Borrower executes and delivers to Lender a replacement promissory note in the amount of \$616,385.48 (the "Replacement Note"), in order to evidence its indebtedness to Lender under the Loan that shall be secured by the "Mortgage" and the "Assignment of Rents" (as defined below), and such other documents as Lender requests, including without limitation, this Mortgage Modification Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter set forth, the parties hereby mutually promise and agree as follows:

1. The definition of the "Note" that is set forth in the Mortgage that was recorded against the Property on October 7, 2009 as Document No. 0928035071, as modified from time to time (the "Mortgage"), shall mean the Replacement Note.
2. The definition of the "Note" that is set forth in the Assignment of Rents that was recorded against the Property on October 7, 2009 as Document No. 0928035072 (the "Assignment of Rents"), shall mean the Replacement Note.

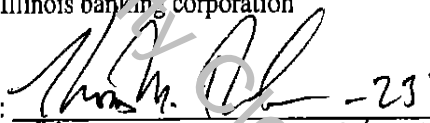
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3. The maturity date of the Loan is hereby extended to November 29, 2013 and the interest rate under the Note shall be fixed at 6.5% per annum.
4. This Mortgage Modification Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
5. The parties further agree that all other terms, provisions, stipulations, covenants, agreements and obligations set forth in the Mortgages, the Assignments of Rents and the other documents that evidence or secure the payment of the Replacement Note (collectively the "Loan Documents") shall remain in full force and effect. In the event that there is any conflict or ambiguity between the terms and provisions of the Loan Documents and those of this Mortgage Modification Agreement, the terms and provisions of this Mortgage Modification Agreement shall supersede and control in all respects. It is hereby agreed between the parties that the covenants, agreements and obligations set forth in this Mortgage Modification Agreement shall bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Mortgage Modification Agreement on the day and year first above written.

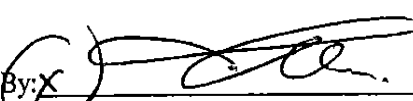
LENDER:

THE PRIVATEBANK AND TRUST COMPANY,
an Illinois banking corporation

By:  -231
Its: PRIVATE BANKING OFFICER

BORROWER:

KLEIN FAMILY II INVESTMENT COMPANY,
LLC, an Illinois limited liability company

By: 
Tom Klein, M.D., Manager

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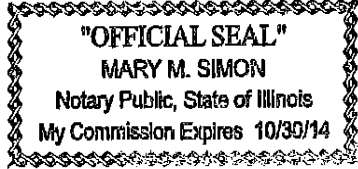
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me, a Notary Public, in and for said County and State, personally appeared THOMAS ROHNER, the PRIVATE BANKING OFFICER of The PrivateBank and Trust Company, who acknowledged the execution of the foregoing Mortgage Modification Agreement as his/her free and voluntary act and as the free and voluntary act of such corporation.

WITNESS my hand and Notarial Seal this 28th day of December, 2012.

Mary M. Simon
Notary Public

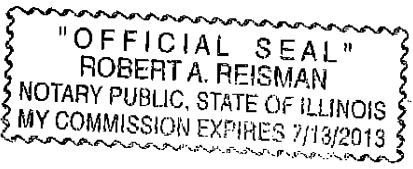
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



Before me, a Notary Public, in and for said County and State, personally appeared Tom Klein, M.D., being the Manager of Klein Family II Investment Company, LLC, an Illinois limited liability company (the "Borrower"), who acknowledged the execution of the foregoing Mortgage Modification Agreement as his free and voluntary act and as the free and voluntary act of the Borrower.

WITNESS my hand and Notarial Seal this 28 day of December, 2012.

Robert A. Reisman
Notary Public



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EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1: LOTS 16, 17, 18 AND 19 IN BLOCK 15 IN THE FIRST ADDITION TO FRANKLIN PARK IN SECTION 28, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 11, 12 AND 13 (EXCEPT THE WEST 100 FEET THEREOF), LOT 14 EXCEPT THE NORTH FIVE FEET OF THE WEST 100 FEET THEREOF, LOT 15 AND ½ OF THE VACATED ALLEY EAST AND ADJOINING LOTS 11 TO 15, BOTH INCLUSIVE AND LOTS 27-31 BOTH INCLUSIVE (EXCEPT THE EAST 100 FEET THEREOF) AND ½ OF THE VACATED ALLEY WEST AND ADJOINING LOTS 27 TO 31, BOTH INCLUSIVE, ALL IN BLOCK 15 IN FIRST ADDITION TO FRANKLIN PARK SECTION 28, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 9620 Grand Avenue
Franklin Park, Illinois 60131-3377

Parcel Numbers: 12-28-233-027-0000
12-28-233-028-0000
12-28-233-029-0000
12-28-233-030-0000
12-28-233-042-0000