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***This Document Prepared By And
When Recorded Return To:***

Matthew B. Brotschul, Esq.
BROTSCHUL POTTS LLC
230 W. Monroe Avenue
Suite 230
Chicago, Illinois 60606
(312) 551-9003



Doc#: 1308015002 Fee: \$98.25
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/21/2013 08:39 AM Pg: 1 of 20

For Recorder's Use Only

MODIFICATION OF MORTGAGES

THIS MODIFICATION OF MORTGAGES, made as of March 1, 2013, between GREENSPIRE CITY NORTH LLC FARWELL 1535-3N, an Illinois limited liability company ("Farwell LLC"); GREENSPIRE CITY NORTH LLC ROGERS 7377-205, an Illinois limited liability company ("Rogers LLC"); GREENSPIRE CITY NORTH LLC TOUHY 1815-3, an Illinois limited liability company ("Touhy LLC"); GREENSPIRE CITY NORTH LLC NEWGARD 6748-1, an Illinois limited liability company ("Newgard LLC"); GREENSPIRE CITY NORTH LLC-KENMORE 6036-2, an Illinois limited liability company ("Kenmore LLC"); GREENSPIRE CITY NORTH LLC SHERWIN 1544-1S, an Illinois limited liability company ("Sherwin LLC"); GREENSPIRE CITY NORTH LLC FARGO 1525-1S, an Illinois limited liability company ("Fargo LLC"); GREENSPIRE CITY NORTH LLC TOUHY 1617-2, an Illinois limited liability company ("Touhy 2 LLC"); GREENSPIRE CITY NORTH LLC FARGO 1345-1W, an Illinois limited liability company ("Fargo 2 LLC"); GREENSPIRE CITY NORTH LLC ESTES 1336-2N, an Illinois limited liability company ("Estes LLC"); GREENSPIRE CITY NORTH LLC FARGO 1619-1, an Illinois limited liability company ("Fargo 3 LLC," together with Farwell LLC, Rogers LLC Touhy LLC, Newgard LLC, Kenmore LLC, Sherwin LLC, Fargo LLC, Touhy 2 LLC, Fargo 2 LLC and Estes LLC, collectively "Mortgagor"), and MERCHANTS AND MANUFACTURERS BANK ("Mortgagee").

WITNESSETH:

THAT WHEREAS, on or about June 1, 2012, Mortgagee provided a loan (the "Original Loan") to Greenspire City North LLC, an Illinois limited liability company ("Borrower") in the amount of SEVEN HUNDRED SEVENTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$775,000.00) to fund the acquisition of certain properties; and

WHEREAS, Borrower's obligation to repay the Original Loan is secured by that certain Mortgage, dated August 14, 2012, by Farwell LLC in favor of Mortgagee (the "Farwell Mortgage"), encumbering that certain real property legally described on Exhibit A and recorded with the Cook County Recorder of Deeds on September 19, 2012, as Document No. 1226347041; and

WHEREAS, Borrower's obligation to repay the Original Loan is secured by that certain Mortgage, dated August 14, 2012, by Rogers LLC in favor of Mortgagee (the "Rogers Mortgage"), encumbering that certain real property legally described on Exhibit B and recorded with the Cook County Recorder of Deeds on September 26, 2012, as Document No. 1227057437; and

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WHEREAS, Borrower's obligation to repay the Original Loan is secured by that certain Mortgage, dated October 25, 2012, by Touhy LLC in favor of Mortgagee (the "Touhy Mortgage"), encumbering that certain real property legally described on Exhibit C and recorded with the Cook County Recorder of Deeds on December 10, 2012, as Document No. 1234512130; and

WHEREAS, Borrower's obligation to repay the Original Loan is secured by that certain Mortgage, dated October 25, 2012, by Newgard LLC in favor of Mortgagee (the "Newgard Mortgage"), encumbering that certain real property legally described on Exhibit D and recorded with the Cook County Recorder of Deeds on December 5, 2012, as Document No. 1234035081; and

WHEREAS, Borrower's obligation to repay the Original Loan is secured by that certain Mortgage, dated October 25, 2012, by Kenmore LLC in favor of Mortgagee (the "Kenmore Mortgage"), encumbering that certain real property legally described on Exhibit E and recorded with the Cook County Recorder of Deeds on December 5, 2012, as Document No. 1234035078; and

WHEREAS, Borrower's obligation to repay the Original Loan is secured by that certain Mortgage, dated October 25, 2012, by Sherwin LLC in favor of Mortgagee (the "Sherwin Mortgage"), encumbering that certain real property legally described on Exhibit F and recorded with the Cook County Recorder of Deeds on December 6, 2012, as Document No. 1234133132; and

WHEREAS, Borrower's obligation to repay the Original Loan is secured by that certain Mortgage, dated October 25, 2012, by Farwell LLC in favor of Mortgagee (the "Farwell Mortgage"), encumbering that certain real property legally described on Exhibit G and recorded with the Cook County Recorder of Deeds on December 19, 2012, as Document No. 1235435008; and

WHEREAS, Borrower's obligation to repay the Original Loan is secured by that certain Mortgage, dated October 25, 2012, by Touhy 2 LLC in favor of Mortgagee (the "Touhy 2 Mortgage"), encumbering that certain real property legally described on Exhibit H and recorded with the Cook County Recorder of Deeds on December 10, 2012, as Document No. 1234512133; and

WHEREAS, Borrower's obligation to repay the Original Loan is secured by that certain Mortgage, dated August 14, 2012, by Fargo 2 LLC in favor of Mortgagee (the "Fargo 2 Mortgage"), encumbering that certain real property legally described on Exhibit I and recorded with the Cook County Recorder of Deeds on October 22, 2012, as Document No. 1229647025; and

WHEREAS, Borrower's obligation to repay the Original Loan is secured by that certain Mortgage, dated August 14, 2012, by Estes LLC in favor of Mortgagee (the "Estes Mortgage"), encumbering that certain real property legally described on Exhibit J and recorded with the Cook County Recorder of Deeds on September 28, 2012, as Document No. 1227257281; and

WHEREAS, Borrower's obligation to repay the Original Loan is secured by that certain Mortgage, dated August 14, 2012, by Fargo 3 LLC in favor of Mortgagee (the "Fargo 3 Mortgage," together with the Farwell Mortgage, the Rogers Mortgage, the Touhy Mortgage, the Newgard Mortgage, the Kenmore Mortgage, the Sherwin Mortgage, the Fargo Mortgage, the Touhy 2 Mortgage, the Fargo 2 Mortgage and the Estes Mortgage, collectively, the "Mortgages"), encumbering that certain real property legally described on Exhibit K and recorded with the Cook County Recorder of Deeds on September 17, 2012, as Document No. 1226157238; and

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WHEREAS, Mortgagee has refinanced the Original Loan with that certain loan (the "Loan") made as of March 1, 2013, in the amount of FOUR HUNDRED FOUR THOUSAND FOUR HUNDRED SIXTY AND NO/100THS DOLLARS (\$404,460.00) in favor of Borrower; and

WHEREAS, the Loan is evidenced by that certain Promissory Note, dated March 1, 2013 (the "Note"), in the amount of FOUR HUNDRED FOUR THOUSAND FOUR HUNDRED SIXTY AND NO/100THS DOLLARS (\$404,460.00), made by Borrower in favor of Mortgagee; and

WHEREAS, as a condition of the Loan, the Mortgages must be modified so as to expressly collateralize all obligations of Borrower in favor of Mortgagee (including but not limited to the Loan), as more specifically set forth herein.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Modification of Mortgage: The Mortgages are hereby modified as follows:
 - a. The Mortgages shall secure all obligations of Borrower (or any party constituting Borrower) in favor of Mortgagee, specifically including but not limited to the Loan.
 - b. Absent a default, the interest rate of the Note is 5.25% per annum.
 - c. The maturity date of the Note IS March 1, 2018.
 - d. The "note" as defined in the Mortgages shall mean the Note (as defined herein) and all substitutions and replacements thereof
2. Continuing Validity of the Mortgages. Except as expressly modified above, the terms of Mortgages shall remain unchanged and in full force and effect and are legally valid, binding and enforceable in accordance with their respective terms. Consent by Mortgagee to this Modification of Mortgages does not waive Mortgagee's right to require strict performance of the Mortgages as changed above nor obligate Mortgagee to make any future modifications.

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Modification of Mortgages to be executed as of the day and year first above written.

MORTGAGOR:

GREENSPIRE CITY NORTH LLC
FARWELL 1535-3N, an Illinois limited
liability company

By: _____

John D. Dragic, Manager

Its: _____

Henry C. Deaver, Manager

GREENSPIRE CITY NORTH LLC ROGERS
7377-205, an Illinois limited liability company

By: _____

John D. Dragic, Manager

Its: _____

Henry C. Deaver, Manager

GREENSPIRE CITY NORTH LLC TOUHY
1815-3, an Illinois limited liability company

By: _____

John D. Dragic, Manager

Its: _____

Henry C. Deaver, Manager

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GREENSPIRE CITY NORTH LLC
NEWGARD 6748-1, an Illinois limited
liability company

By: 

John D. Dragic, Manager

Its: 

Henry C. Deaver, Manager

GREENSPIRE CITY NORTH LLC-
KENMORE 6036-2, an Illinois limited
liability company

By: 

John D. Dragic, Manager

Its: 

Henry C. Deaver, Manager

GREENSPIRE CITY NORTH LLC
SHERWIN 1544-1S, an Illinois limited
liability company

By: 

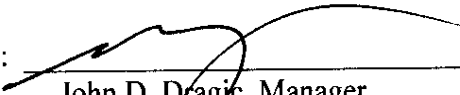
John D. Dragic, Manager

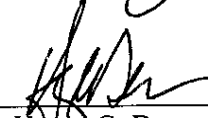
Its: 

Henry C. Deaver, Manager

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GREENSPIRE CITY NORTH LLC FARGO
1625-1S, an Illinois limited liability company

By: 
John D. Dragic, Manager

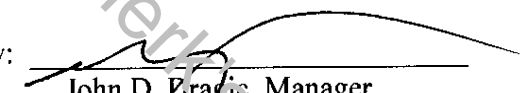
Its: 
Henry C. Deaver, Manager


GREENSPIRE CITY NORTH LLC-TOUHY
1617-2, an Illinois limited liability company

By: 
John D. Dragic, Manager

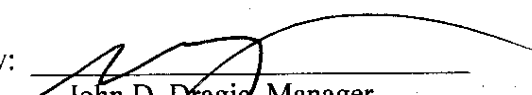
Its: 
Henry C. Deaver, Manager

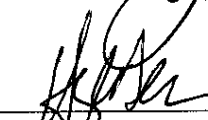
GREENSPIRE CITY NORTH LLC FARGO
1345-1W, an Illinois limited liability company

By: 
John D. Dragic, Manager

Its: 
Henry C. Deaver, Manager

GREENSPIRE CITY NORTH LLC ESTES
1336-2N, an Illinois limited liability company

By: 
John D. Dragic, Manager

Its: 
Henry C. Deaver, Manager

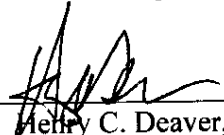
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GREENSPIRE CITY NORTH LLC FARGO
1619-1, an Illinois limited liability company

By: _____


John D. Dragic, Manager

Its: _____


Henry C. Deaver, Manager

MORTGAGEE:

MERCHANTS AND MANUFACTURERS
BANK

By: _____



Its: _____

Vice President


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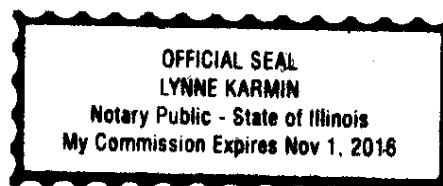
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that JOHN D. DRAGIC & HENRY C. DEAVER, AS THE MANAGERS OF GREENSPIRE CITY NORTH LLC FARWELL 1535-3N, an Illinois limited liability company; GREENSPIRE CITY NORTH LLC ROGERS 7377-205, an Illinois limited liability company; GREENSPIRE CITY NORTH LLC TOUHY 1815-3, an Illinois limited liability company; GREENSPIRE CITY NORTH LLC NEWGARD 6748-1, an Illinois limited liability company; GREENSPIRE CITY NORTH LLC-KENMORE 6036-2, an Illinois limited liability company; GREENSPIRE CITY NORTH LLC SHERWIN 1544-1S, an Illinois limited liability company; GREENSPIRE CITY NORTH LLC FARGO 1625-1S, an Illinois limited liability company; GREENSPIRE CITY NORTH LLC-TOUHY 1617-2, an Illinois limited liability company; GREENSPIRE CITY NORTH LLC FARGO 1345-1W, an Illinois limited liability company; GREENSPIRE CITY NORTH LLC ESTES 1336-2N, an Illinois limited liability company; GREENSPIRE CITY NORTH LLC FARGO 1619-1, an Illinois limited liability company, who is the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they signed and delivered the said instrument as their own free and voluntary act and the free and voluntary act of said companies for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28 day of February, 2013.


 NOTARY PUBLIC

My Commission Expires: 11/1/16



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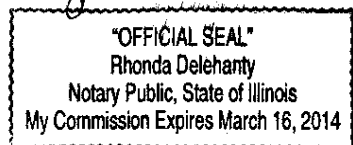
STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Daniel Scott, the Vice President of MERCHANTS AND MANUFACTURERS BANK, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary act of said Bank and for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of March, 2013.

Rhonda Delehanty
 NOTARY PUBLIC

My Commission Expires:



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EXHIBIT A

FARWELL PROPERTY -- LEGAL DESCRIPTION

PARCEL 1: UNIT 1535/3N TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 1529-37 WEST FARWELL CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0010174904, AS AMENDED, IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. 18, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1535 W Farwell #3N, Chicago, IL 60626. The Real Property tax identification number is 11-32-120-038-1021.

Property of Cook County Clerk's Office