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1317818029

Doc#: 1317818029 Fee: \$42.00

RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 06/27/2013 10:53 AM Pg: 1 of 3

MODIFICATION OF MORTGAGE

THIS Modification of Mortgage ("Modification") is made as of September 13, 2012, by Winona Builders, LLC ("Borrower") and Crystal Lake Bank & Trust Co. ("Lender") as follows:

WHEREAS, on March 18, 2009, Borrower and Lender executed a Promissory Note ("Note") that required Lender to lend to Borrower \$1,135,901.25; and

WHEREAS, Borrower gave Lender a mortgage on property with a common address of 900-910 W. Winona Street, Chicago, IL 60640 (legally described on the attached Exhibit A) ("Property") as security for its loan to Borrower and recorded that mortgage with the Cook County Recorder of Deeds known as document number 0632541020 ("Mortgage"); and

WHEREAS, Borrower has requested Lender modify some of the terms and conditions of the Note; and

WHEREAS, Lender will not modify the terms and conditions of the Note unless Borrower allows the Property to act as additional collateral of other loans made by Lender to other borrowers that are affiliated with Borrower; and

WHEREAS, Borrower has agreed to allow the Property to act as additional collateral for other borrowers.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by all parties, the Borrower agrees as follows:

1. The Mortgage is modified and amended to include the following:

Mortgagee accepts Borrower's pledge of the Property as additional collateral to secure the following obligations, in addition to the existing obligations of Borrower to Lender:

\$300,000.00 owed by RTI Properties, LLC;

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\$292,500.00 owed by RTI Properties, LLC;
\$300,000.00 owed by RTI Properties, LLC;
\$1,097,350.00 owed by LeMai Properties, LLC; and
\$390,000.00 owed by Renmar Properties, Inc.

2. The above-noted recitals are incorporated by this reference.

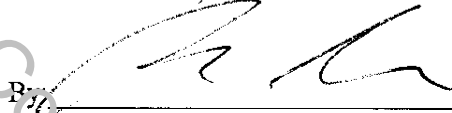
3. All terms of the Mortgage and other loan documents associated with the Mortgage shall remain in full force and effect. The Borrower reaffirms all of the covenants and conditions of the original Note dated March 18, 2009, between Borrower and Lender.

4. The Borrower agrees and states that as of the date of this Modification, there exists no right of offset, defense, counterclaim or objection in favor of the Borrower against the Lender.

IN WITNESS WHEREOF, this instrument is executed by Mortgagor as of September 24, 2012.

MORTGAGOR:
Winona Builders, LLC

Address:
1930 N. LeClair Avenue
Chicago, IL 60639




Mariusz Pieczka
Title: Manager

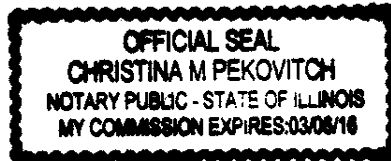
STATE OF ILLINOIS)
) SS
COUNTY OF McHenry)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARIUSZ PIECZKA, 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 before me that he signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 24 day of September, 2012.



Notary Public



Prepared by and after recording,
return to Michael G. Cortina &
SmithAmundsen LLC
2460 Lake Shore Drive
Woodstock, IL 60098-6911

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EXHIBIT A

LOTS 13 AND 14 IN WHITE, GALT AND PROUDFOOT'S SUBDIVISION OF BLOCK 4 IN ARGYLE, A SUBDIVISION OF LOTS 1 AND 2 IN FUSSEY AND FENNIMORE'S SUBDIVISION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOTS 1 AND 2 OF COLEHOUR AND CONNARROE'S SUBDIVISION OF LOT 3 OF SAID FUSSEY AND FENNIMORE'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

Commonly known as 900-910 W. Winona Street, Chicago, IL 60640

Property Index Number: 14-08-403-021

Property of Cook County Clerk's Office