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

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Doc#: 1323546085 Fee: \$46.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/23/2013 03:16 PM Pg: 1 of 5

For Recorder's Use Only

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE, made as of July 28, 2013, between 3101 & 3103 WEST LAKE AVENUE, LLC, an Illinois limited liability company, whose principal place of business is _____ (herein referred to as "Mortgagor"), and AMERICAN CHARTERED BANK, an Illinois banking corporation, whose principal place of business is 832 W. Randolph, Chicago, Illinois 60607 (herein referred to as "Mortgagee")

WITNESSETH:

THAT WHEREAS, on or about April 26, 2011, Mortgagee provided a loan (the "Loan") to Mortgagor in the amount of FIVE HUNDRED FIVE THOUSAND AND NO/100THS DOLLARS (\$505,000.00) to finance the construction of the Property (as hereinafter defined); and

WHEREAS, the Loan was secured by, inter alia, that certain Construction Mortgage, dated April 26, 2011 (the "Mortgage"), by Mortgagor in favor of Mortgagee encumbering that certain property legally described on Exhibit A, (the "Property"), recorded with the Cook County Recorder of Deeds on June 8, 2011 as Document No. 115916036 (the "Mortgage"); and

WHEREAS, Mortgagee and Mortgagor, inter alia, have entered into that certain Second Modification and Extension Agreement, of even date herewith (the "Modification Agreement"), which serves to, inter alia, increase the amount of Loan; and

WHEREAS, to alert third parties to modifications to the terms of the Loan in the Modification Agreement, Mortgagee and Mortgagor have agreed to modify the Mortgage, 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 Mortgage is hereby modified to reflect that the principal amount of the Loan has been increased by FIVE HUNDRED THIRTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$535,000.00).
2. **Incorporation of the Modification Agreement:** The terms of the Modification Agreement are incorporated herein by reference.

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3. Continuing Validity of Mortgage. Except as expressly modified above, the terms of 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 Mortgagee to this Modification of Mortgage does not waive Mortgagee's right to require strict performance of the Mortgage as changed above nor obligate Mortgagee to make any future modifications.

[remainder of page intentionally left blank]


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


MORTGAGOR:

3101 & 3103 WEST LAKE AVENUE, LLC,
an Illinois limited liability company

By: 
Peter Canalia, authorized signatory

MORTGAGEE:

AMERICAN CHARTERED BANK,
an Illinois banking corporation

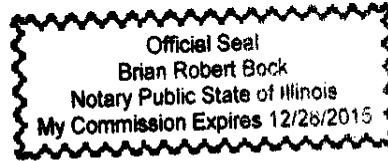
By: 
Its: First Vice President

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ACKNOWLEDGEMENT

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 Peter R. Canalia, individually and as the Authorized Signatory of 313 & 3103 WEST LAKE AVENUE, LLC, an Illinois limited liability company, 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 limited liability company for the uses and purposes therein set forth.

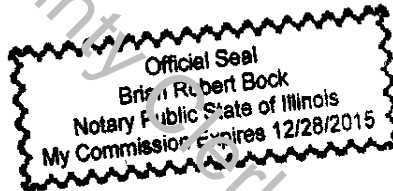
GIVEN under my hand and Notarial Seal this 23rd day of July, 2013.

Brian Robert Bock
NOTARY PUBLIC

My Commission Expires:

12/28/15

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 William Dads, the 1st Vice President of American Chartered Bank, an Illinois banking corporation, 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 for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31 day of July, 2013.



Becky Harwell
NOTARY PUBLIC

My Commission Expires:

3/14/2017

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EXHIBIT A

PROPERTY -- LEGAL DESCRIPTION

THE NORTH 106.56 FEET OF LOT 1 IN THE VILLAS OF GLEN PARK SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF

RECORDED SEPTEMBER 8, 2009 AS DOCUMENT 0925134074, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

Common Address: 3101-03 W. Lake Avenue, Glenview, IL 60025

Permanent

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No.:

04-28-400-112-0000