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002/0165 03 001 Page 1 of 6
2001-01-26 17:02:15
Cook County Recorder 31.50

After Recording Return
to and
This instrument was prepared by:

Stephanie J. Kim
KATZ RANDALL WEINBERG & RICHMOND
333 West Wacker Drive, Suite 1800
Chicago, Illinois 60606


KRWR File No. 08792.04200



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9521/0047 03 001 Page 1 of 6
2001-03-01 14:25:06
Cook County Recorder 31.50



Recorder's Bc 0010165855

*Document re-recorded to add
notarization of signature of
Patel Brothers, L.L.C.

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE (the "Amendment") is dated as of the ^{27th} day of December, 2000, by and among **SUCCESS NATIONAL BANK**, a national banking association ("Lender"), **PATEL BROTHERS, L.L.C.**, an Illinois limited liability company and **CHICAGO TITLE LAND TRUST COMPANY**, not personally, but as Trustee under Trust Agreement dated November 22, 2000 and known as Trust No. 1109213 (collectively, the "Borrower").

RECITALS:

WHEREAS, Lender originally made a \$547,500.00 loan to Borrower ("Loan");

WHEREAS, to evidence the Loan, Borrower executed and delivered to Lender a certain Mortgage Note dated November 30, 2000 in the original principal amount of \$547,500.00 (the "Note");

WHEREAS, the Note is secured by a certain (i) Mortgage and Security Agreement, from Borrower in favor of Lender dated November 30, 2000, recorded with the Cook County Recorder of Deeds, on December 6, 2000 as Document No. 00955793 (the "Mortgage"), which Mortgage encumbers certain real property located in Cook County, Illinois legally described on Exhibit "A" attached to the Mortgage (the "Property"), and (ii) Assignment of Leases and Rents from Borrower in favor of Lender dated November 30, 2000, recorded with the Cook County Recorder of Deeds on December 6, 2000 as Document No. 00955794 ("Assignment of Rents"), which Assignment of Rents also encumbers the Property;

WHEREAS, the parties desire to modify the Mortgage and Assignment of Rents to encumber additional properties as set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual promises of the parties, the receipt and sufficiency of which are hereby acknowledged by Borrower, it is hereby agreed as follows:

MTI-1286

1. The Mortgage and the Assignment of Rents is hereby amended by adding to Exhibit "A" of the Mortgage and Assignment of Rents the legal description in Revised Exhibit "A" attached hereto.

2. Nothing herein contained shall impair the Note, Mortgage, Assignment or other loan documents given to Lender in connection with the Loan (collectively, the "Loan Documents"), as heretofore modified in any way, nor alter, waive, annul, vary, nor affect any provision, condition therein contained except as expressly herein provided, nor affect or impair any right, power or remedy of Lender. It being the intention of the parties hereto that the terms and provision of the Mortgage and Assignment of Rents, as heretofore modified shall continue in full force and effect except as expressly modified in connection herewith.

3. Contemporaneously with the execution and delivery hereof, Borrower shall pay or cause to be paid all closing costs and expenses, including title insurance premiums and legal fees incurred by Lender incident to the transactions contemplated herein.

4. Borrower hereby acknowledges that (i) Borrower has no defense, offset or counterclaim with respect to the payment of any sum owed to Lender, with respect to any covenant in the Loan Documents; (ii) Lender, on as of the date hereof, has fully performed all obligations to Borrower which may have had or has on and as of the date hereof; (iii) other than as expressly set forth herein, by entering into this Amendment, Lender does not waive any condition or obligation in the Loan Documents.

5. This Amendment shall be governed and construed in accordance with the laws of the State of Illinois.

6. This Amendment may be executed in one or more counterparts, which together shall comprise the entire agreement.

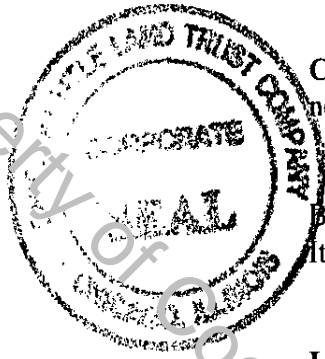
7. This Amendment is executed by Chicago Title and Trust Company, not personally but solely as Trustee under Trust Agreement dated November 22, 2000 and known as Trust Number 1109213 as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said Trustee personally to pay this Note or any interest that may accrue thereon, or any other indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder hereof and by every person now or hereafter claiming any right or security hereunder, and that so far as Chicago Title and Trust Company, personally, is concerned, the legal holder or holders hereof and the owner or owners of any indebtedness accruing hereunder shall look solely to the property securing this Note for the payment thereof, by the enforcement of the lien created by the Mortgage securing this Note in the manner therein and in this Note provided or by action to enforce the personal liability of any guarantor hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BORROWER:

PATEL BROTHERS, L.L.C., an Illinois limited liability company

By: *Abhinav Patel*
Its: Manager



CHICAGO TITLE LAND TRUST COMPANY, not personally, but as Trustee aforesaid

By: *Irdha Mubarka*
Its: ASST VICE PRESIDENT

LENDER:

SUCCESS NATIONAL BANK

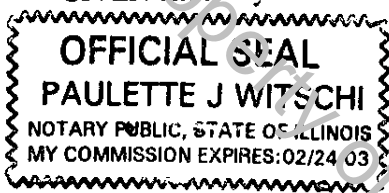
By: *Candy S. Logiuraru*
Name: CANDY S. LOGIURARU
Title: VICE PRESIDENT

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, PAULETTE J. WITSCHI, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ASHWIN PATEL, as MANAGER of PATEL BROTHERS, L.L.C., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such MANAGER of said Company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of FEBRUARY, 2008.

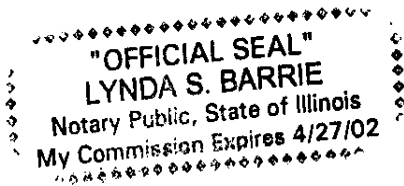


Paulette J. Witschi
Notary Public

STATE OF IL)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that LIDIA MARINCA, as ast. V. President and _____, as _____ Secretary of Chicago Title Land Trust Company, as Trustee under Trust Agreement dated November 22, 2000 and known as Trust No. 1109213 who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ Secretary of said Company, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and said _____ Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Company did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of January, 2008.



Lynda S. Barrie
Notary Public

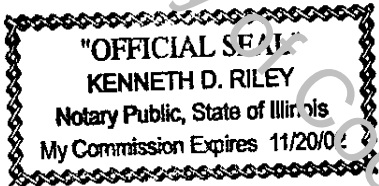
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Kenneth D Riley, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CANDY LOGIURATO, as VICE PRESIDENT of SUCCESS NATIONAL BANK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT of said bank, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of DECEMBER, 2000.

K Riley

Notary Public



REVISED EXHIBIT "A"

Unit 1814-1 in the 1810-1824 W. Chase Condominium as delineated on a survey of the following described real estate:

Lots 17, 18 and 19 in Block 1 in S. Rogers Touhy's Rogers Avenue and Clayton Court Subdivision of part of Block 1 as laid out in Touhy's Addition to Rogers Park in Southeast ¼ of Section 30, Township 41 North, Range 14, East of Third Principal Meridian, in Cook County, Illinois, which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded as document number 98580689, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Commonly known as 1814 West Chase Avenue, Unit 1, Chicago, Illinois

P.I.N.: 11-30-420-055-1009

Property of Cook County Clerk's Office