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Cook County Recorder 51.50
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For recorders use only

MODIFICATION TO MORTGAGE AND NOTE

This Modification to Mortgage and Note (the "Modification") is made this 18th day of April 2001 between Khaldoun Fakhoury and Debbie Fakhoury (hereafter referred to as "Mortgagor"), and Advance Bank (hereafter referred to as "Mortgagee").

WITNESSETH

WHEREAS, Mortgagor, Mortgagee, and Guarantors have entered into a Commercial Mortgage (the "Mortgage") dated March 7, 2000, said having been recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 20,2000 as Document No. 00194534 regarding certain real estate described in Exhibit "A" attached hereto (the "Real Estate"), securing the payment of a Commercial Promissory Note dated March 7, 2000 (the "Note"); and

WHEREAS, Mortgagor, Mortgagee, and Guarantors desire to enter into a Modification To Mortgage and Note for the purpose of modification of the terms of the original agreement between the Mortgagor, Mortgagee, and Guarantors, and

WHEREAS, Mortgagor, Mortgagee, and Guarantors have agreed to enter into this Modification to Mortgage and Note Agreement for consideration the receipt and sufficiency of which are hereby acknowledged;

STEWART TITLE OF ILLINOIS
2 NORTH LaSALLE STREET, SUITE 1920
CHICAGO, IL 60602

Property of Cook County Clerk's Office

STEWART TITLE COMPANY
2 N. LaSALLE STREET
SUITE 1920
CHICAGO, IL 60602

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NOW THEREFORE, Mortgagor, Mortgagee, and Guarantors hereby agree that the Mortgage and Note are amended, modified or supplemented as follows:

1. **Mortgagor, Mortgagee, and Guarantors** hereby agree that the Note and Mortgage shall be increased $200,000 to $550,000, and that the required monthly payment shall be interest only payable monthly starting with the regular monthly payment due _May 7, 2001, and that final maturity is hereby extended from March 7, 2001 to June 1, 2001.

2. **Reaffirmation**. Mortgagor, Mortgagee, and Guarantors hereby ratifies and confirms their liabilities and obligations under the Mortgage, Note, Assignment of Rents, and Security Agreement (hereinafter sometimes referred to as "Loan Documents") and the liens and security interest created thereby, and acknowledge that they have no defenses, claims or set-offs to the enforcement by Mortgagee of the obligations and liabilities of Mortgagor under the said documents as modified by this document.

Mortgagor and Guarantors further represent to Mortgagee that no default or event, or condition which could become a default with the giving of notice of passage of time, or both, exists under the Mortgage, Note, or other Loan Documents as amended by this Modification.

Mortgagor and Guarantors further represent to Mortgagee that there is not any condition, event of circumstances existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting Mortgagor and Guarantors, or the Real Estate or any lien recorded against the Real Estate since the recording of the Mortgage as detailed herein.

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3. **Costs.** Mortgagor and Guarantors shall be responsible for all title and recording costs, legal costs, and all other fees and charges associated with the preparation and implementation of this Modification, including a title policy endorsement covering the recordation of this Modification.

4. **Binding on Successors.** This Modification shall be binding on the Mortgagor and Guarantors and the respective heirs, legatees, legal representatives, successors and permitted assigns, and shall insure the benefit of the Mortgagee, its successor and assigns.

5. **Original Agreement Binding.** Excepted as provided herein, the Mortgagee, Note and all other Loan Documents shall remain in full force and effect in accordance with their respective terms.

IN WITNESS WHEREOF, Mortgagor, Mortgagee, and Guarantors have caused this modification to be executed at the place and on the day and years as written above.

Mortgagee:

Advance Bank

By: _____
Edward Halloran, Vice President

Mortgagor(s)

By: _____
Khaldoun Fakhoury

By: _____
Debbie Fakhoury

Advance Bank
2320 Thorton Rd
Lansing, Il.
60438

MAIL TO

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LEGAL DESCRIPTION

EXHIBIT "A"

File No.: 102886

The West Half of Lot 12 and the East 1 foot of Lot 11 in Block 1 in Wolcott's Addition to Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

17-09-262-003

23 W Hubbard

Chgo, Il. 60610

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