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RECORDATION REQUESTED BY:
FIRST NATIONS BANK
7757 W. DEVON AVENUE
CHICAGO, IL 60631-1509

Doc#: 0429920227
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 10/25/2004 03:42 PM Pg: 1 of 3

WHEN RECORDED MAIL TO:
FIRST NATIONS BANK
7757 W. DEVON AVENUE
CHICAGO, IL 60631-1509

FOR RECORDER'S USE ONLY

Real Estate Index R1123334
182

This Modification of Mortgage prepared by:



FIRST NATIONS BANK
7757 W. DEVON AVENUE
CHICAGO, IL 60631-1509

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 15, 2004, is made and executed between HABELLER BOWL, INC., whose address is 5250 N NORTHWEST HIGHWAY, CHICAGO, IL 60630 (referred to below as "Grantor") and FIRST NATIONS BANK, whose address is 7757 W. DEVON AVENUE, CHICAGO, IL 60631-1509 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 18, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED IN COOK COUNTY ON SEPTEMBER 23, 2003 WITH DOCUMENT NO. 0326619101.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in COOK County, State of Illinois:

LOTS 26 TO 42 BOTH INCLUSIVE IN OWNERS DIVISION OF LOTS 1 TO 42 BOTH INCLUSIVE IN E.H. WEST'S ADDITION TO JEFFERSON PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 20, 1930 IN THE RECORDER'S OFFICE AS DOCUMENT NUMBER 10730707 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5250 N NORTHWEST HIGHWAY, CHICAGO, IL 60630. The Real Property tax identification number is 13-08-227-031

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

EXTENDED MATUREY DATE BY 180 DAYS, UNTIL APRIL 16, 2005 AND ADJUSTED THE INTEREST RATE TO REFLECT THE FIRST NATIONS BANK PRIME RATE (6.40) ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original 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 Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties,

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MODIFICATION OF MORTGAGE (Continued)

makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 16, 2004.


GRANTOR:

HABETLER BOWL, INC.

By: 
ROBERT J. HABETLER, President of HABETLER BOWL, INC.

LENDER:

FIRST NATIONS BANK

X 
Authorized Signer

Property
Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook) SS

On this 16th day of Oct, 2004 before me, the undersigned Notary Public, personally appeared **ROBERT J. HABELER, President of HABELER BOWL, INC.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature] Residing at Chicago

Notary Public in and for the State of IL

My commission expires _____



LENDER ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook) SS

On this 16th day of Oct, 2004 before me, the undersigned Notary Public, personally appeared Melissa Smith and known to me to be the S.V.P., authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By [Signature] Residing at Chicago

Notary Public in and for the State of IL

My commission expires _____

