### **UNOFFICIAL COPY**

RECORDATION REQUESTED BY:
FIRST MIDWEST BANK
TINLEY PARK MAIN
ONE PIERCE PLACE
SUITE 1500

SUITE 1500 ITASCA, IL 60143 Doc#: 0533447224 Fee: \$32.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 11/30/2005 02:29 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

First Midwest Bank Gurnee Branch P.O. Box 9003 Gurnee, IL 60031-2502

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
FIRST MIDWEST BANK
300 NORTH HUNT CLUB ROAD
GURNEE, IL 60031

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 16, 2005, is made and executed between AMERICAN KITCHEN DELIGHTS, INC., whose address is 15320 SOUTH COPER AVENUE, HARVEY, IL 60426 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose riddress is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage date. November 2, 2004 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED DECEMBER 16, 2004 AS DOCUMENT NUMBER 0435147339 AND A MORTGAGE MODIFICATION RECORDED JUNE 28, 2005 AS DOCUMENT NUMBER 0517947095.

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 15320 SOUTH COOPER AVENUE, HARVEY, IL 60426. The Real Property tax identification number is 29-18-112-001-0000.

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

TO DELETE THE DEFINITION OF "NOTE" IN ITS ENTIRETY AND REPLACE IT WITH THE FOLLOWING: "NOTE. THE WORD "NOTE" MEANS THE PROMISSORY NOTE OF CREDIT AGREEMENT DATED NOVEMBER 16, 2005 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,250,000.00 FROM BORROWER TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT."

TO DELETE THE PARAGRAPH ENTITLED "MAXIMUM LIEN" IN ITS ENTIRETY AND REPLACE IN LIEU THEREOF THE FOLLOWING: "MAXIMUM LIEN. AT NO TIME SHALL THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE

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## MODIFICATION OF MORTGAGE

Loan No: 50549 (Continued) Page 2

SECURITY OF THE MORTGAGE, EXCEED \$3,750,000.00."

TO CHANGE THE REAL PROPERTY TAX IDENTIFICATION NUMBER FROM 29-18-113-001 TO 010 AND 29-18-112-001-0000 TO 016 TO 29-18-112-001-0000.

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, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lenger n 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 Lendon 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 TEAMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 16, -OOA COUNTY 2005.

**GRANTOR:** 

AMERICAN KITCHEN DELIGHTS, INC.

S, INC.

President/Secretary of AMERICAN SHAHNAWAZ HASAN,

"Clx

KITCHEN DELIGHTS, INC.

LENDER:

FIRST MIDWEST BANK

Authorized Signer

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Loan No: 50549

# UNOFFICIAL COPY MODIFICATION OF MORTGAGE

MODIFICATION OF MORTGAGE
(Continued) Page 4

LENDER ACKN	IOWLEDGMENT
acknowledged said instrument to be the free and volument the Lender through its board of directors or otherwise	before me, the undersigned Notary and known to me to be the U/CE that executed the within and foregoing instrument and natary act and deed of the said Lender, duly authorized by e, for the uses and purposes therein mentioned, and one this said instrument and that the seal affixed is the  Residing at
LASER PRO Landing, Ver. 5.29.00.002 Copr. Harland Financial Solutions, I	nc. 1997, 2005. All Rigi is Reserved IL citCFILPLIG201.FC TR-95981 PR-7

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#### MODIFICATION OF MORTGAGE

Loan No: 50549	(Continued)	Page 3
CORPORATE ACKNOWLEDGMENT		
STATE OF	) ) SS	
Public, personally appeared SHAF INC., and known to me to be Mortgage and acknowled, at the Mauthority of its Bylaws or by resolution.	an authorized agent of the corporation the Modification to be the free and voluntary act ution of its board of directors, for the uses ashe is authorized to execute this Modification.	at executed the Modification of and deed of the corporation, by and purposes therein mentioned, ation and in fact executed the
Notary Public in and for the State of My commission expires	5-6-017 O CHEI	OFFICIAL SEAL RYL J KENNELLY BLIC - STATE OF ILLINOIS SION EXPIRES: 05-06-07
	T C/O/A	

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#### **EXHIBIT "A"**

PARCEL 1: LOTS 1 THROUGH 6 BOTH INCLUSIVE TOGETHER WITH THE EAST: 1/2 OF THE VACATED ALLEY WEST AND ADJACENT THERETO, AND LOTS 21 THROUGH 30, BOTH INCLUSIVE TOGETHER WITH THE WEST 1/2 OF THE VACATED EAST AND ADJACENT TO LOTS 25 THROUGH 30, IN BLOCK 4 IN SYNICATE ADDITION TO HARVEY, A SUBDIVISION OF LOT 1 IN THE SUBDIVISION OF THAT PART LYING EAST OF VINCENNES ROAD ON THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 10 ACRES THEREOF) OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINGIS

PARCEL 2: L/TS 21 THROUGH 30 IN BLOCK 3 IN SYNDICATE ADDITION TO HARVEY, A SUBDIVISIOF OF LOT 1, THE SUBDIVISION OF THAT PART LYING EAST OF VINCENNES ROAD OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 10 ACRES THEREOF) OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRL FRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PROPERTY COMMONLY KNOWN AS:

15320 SOUTH COOPER AVENUE
HARVEY, ILLINOIS 60426

PIN: 29-18-112-001-0000