



Doc#: 080655074 Fee: \$42.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/05/2008 10:15 AM Pg: 1 of 4

Space Above This Line For Recording Data

This instrument was prepared by Loan Operations, Lakeside Bank, 1055 W. Roosevelt Road, Chicago, Illinois 60608-1559
When recorded return to Loan Operations, Lakeside Bank, 1055 W. Roosevelt Road, Chicago, Illinois 60608-1559

FTL# 6710147

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is February 25, 2008. The parties and their addresses are:

MORTGAGOR:

SARAF INC.
An Illinois Corporation
3600 Berdnick Road
Rolling Meadows, Illinois 60008

LENDER:

LAKESIDE BANK
Organized and existing under the laws of Illinois
55 W. WACKER DRIVE
CHICAGO, Illinois 60601

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated December 18, 2007 and recorded on December 21, 2007 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0735555043 and covered the following described Property:

SEE ATTACHED EXHIBIT A

The property is located in Cook County at 3600 Berdnick Road, Rolling Meadows, Illinois 60008.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

FREEDOM TITLE CORP.

Property of Cook County Clerk's Office

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(1) **Maximum Obligation Limit.** The total principal amount secured by this Security Instrument at any one time will not exceed \$2,710,000.00. This limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) **Secured Debts.** The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 6058639-01, dated December 18, 2007, from Saraf Inc., Northwest Petro, Inc., Minuteman Citgo, Inc., Farooq Sultan and Sara Sultan (Borrower) to Lender, with a loan amount of \$2,710,000.00, with an interest rate of 7.0 percent per year and maturing on February 25, 2013.

(b) **All Debts.** All present and future debts from Saraf Inc., Northwest Petro, Inc., Minuteman Citgo, Inc., Farooq Sultan and Sara Sultan to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

(c) **Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

Saraf Inc.

By Sara Sultan
Sara Sultan, President/Secretary

LENDER:

LAKESIDE BANK

By Donald Benjamin
Donald Benjamin, Senior Vice President

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ACKNOWLEDGMENT.

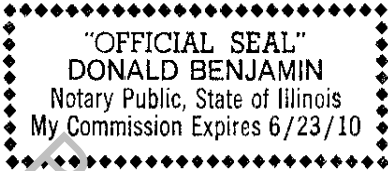
(Business or Entity)

STATE OF ILLINOIS, COUNTY OF COOK ss.

This instrument was acknowledged before me this 25TH day of FEBRUARY, 2008
by Sara Sultan - President/Secretary of Saraf Inc. an Illinois corporation, on behalf of the corporation.

My commission expires:


(Notary Public)

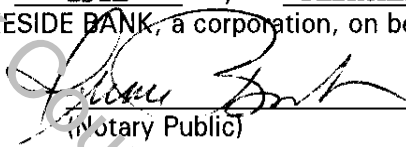


(Lender Acknowledgment)

STATE OF ILLINOIS, COUNTY OF COOK ss.

This instrument was acknowledged before me this 25TH day of FEBRUARY, 2008
by Donald Benjamin -- Senior Vice President of LAKEVIEW BANK, a corporation, on behalf of the corporation.

My commission expires:


(Notary Public)

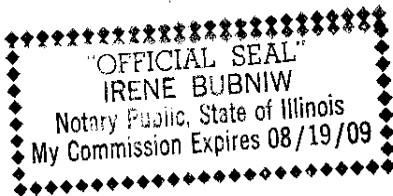


EXHIBIT A
UNOFFICIAL COPY

PARCEL 1:

THE EAST 50 FEET AS MEASURED ALONG THE SOUTH LINE THEREOF OF THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE NORTH $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CHICAGO AND NORTHWESTERN RAILROAD (EXCEPT THE WEST 600 FEET THEREOF AND EXCEPT THAT PART LYING EAST OF A LINE 333 FEET WEST OF (AS MEASURED ALONG THE SOUTHERLY LINE OF SAID CHICAGO AND NORTHWESTERN RAILROAD) AND PARALLEL WITH THE EAST LINE OF SAID SECTION 23) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE EAST LINE OF SAID SECTION 23 INTERSECTS THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD; RUNNING THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF SAID RIGHT OF WAY, 333 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION, 150 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE SAID SOUTHERLY LINE OF THE RIGHT OF WAY, 333 FEET TO THE EAST LINE OF SAID SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION, 150 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM ALL THAT PART LYING EAST OF A LINE 56 FEET WEST OF THE EAST LINE OF SAID SECTION, AS MEASURED AT THE RIGHT ANGLES TO SAID SECTION LINE) ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3600 BERDNICK DRIVE, ROLLING MEADOWS, ILLINOIS

PIN: #02-23-401-002 AND 02-23-401-013