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Instrument Prepared By:
Please Mail To:
Allegiance Community
Bank
8001 W. 183rd Street
Tinley Park, IL 60477
Ln#11802748

Doc#: 0813647004 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds
Date: 05/15/2008 08:48 AM Pg: 1 of 4

MODIFICATION AGREEMENT

THIS MODIFIC ATION AGREEMENT made as of the 25th day of December, 2007 by and between TITAN (UM PROPERTIES, LLC an Illinois Limited Liability Company, (hereinafter called "Borrower") and ALLEGIANCE COMMUNITY BANK, an Illinois banking corporation, with an office at 8001 V. 183rd Street, Tinley Park, Illinois 60477 (hereinafter called "Lender")

WITNESSETH:

This Agreement is based upon the following recitals:

- A. On September 25, 2006, for jull value received, Borrower executed and delivered to Lender Promissory Note in the principal amount of EIGHT HUNDRED NINETY-FIVE THOUSAND and no/100 Dollars (\$895,000.00) (bereinafter called the "Note").
- B. Titanium Properties, LLC (hereinafter individually called the "Mortgagor") secured the obligations under the Note by, among other things, granting to Lender a certain Mortgage (hereinafter called the "Mortgage"), of even date with said Note, which Mortgage was recorded as Document No. 0627841067 and modification of mortgage recorded as Document No. 0731947013 with the Recorder of Deeds of Cook County, Illinois, covering the property legally described as follows (hereinafter called the "Mortgaged Premises"):

LOT 6 IN FRANK DELUGACH'S 83RD STREET ACRES, A SUBDIVISION OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ (EXCEPT THE NORTH 160 FEET OF THE EAST 212.25 FEET) OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-34-401-004-0000

Common Address: 8959 W. 83rd Street, Justice, Illinois

- C. The principal balance of the Note, as of December 25, 2007, is \$895,000.00
- D. Borrower and Mortgagor represent to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless

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Modification Agreement and subordinate its lien to the lien of the Mortgage, as herein modified which Consent and Subordination is attached hereto as Exhibit A), and that the lien of the Mortgage, as herein modified, is a valid, first and subsisting lien of said Mortgage Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree that the Note and Loan Agreement are hereby modified as follows:

- 1. The maturity date of the Note shall be extended from December 25, 2007 to March 25, 2008.
- 2. All other terms and conditions of the Note and Loan Agreement shall remain in full force and effect.

In consideration of the modification of the Note by Lender, as hereinabove set forth, Borrower does hereby coven and agree to pay the balance of the indebtedness evidenced by the l Note and secured by the Mortgage as herein modified, and to perform the covenants contained in the Mortgage, and Borrower and Mortgager represent to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid, first and subsisting lien on said Mortgaged Premises.

Nothing herein contained shall in any magner whatsoever impair the Note and the Mortgage as modified hereby, or the first lien created thereby or any other documents executed by Mortgagor in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Mortgage, under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Mortgage and other instruments and documents executed in connection with the subject mortgage loan, shall remain in full force an effect and shall be binding upon the parties nereto, their successors and assigns.

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IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

ALLEGIANCE COMMUNITY BANK

	Michael Liskiewicz, President
Borrower: Titanium Properties, LLC An Illinois limited liability company By: Sulei.n., Abueld, Member	By: Omar Ahmad, Member
By: Mexicoer Omar Aqel, Mexicoer	
STATE OF ILLINOIS	
COUNTY OF COOK) SS.	

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that Suleiman Abueid known to me to be the same person whose name is subscribed to the foregoing instrument, as the Member of Titanium Properties, LLC appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Dated: Manuary 3/2008;	, 2007	plang and ignicipy
		Notary Public
STATE OF ILLINOIS)	OFFICIAL SEAL MARGARET FURCACIA NOTORY Public - State of Jain Jis
COUNTY OF COOK) SS.)	My Commission Expires Apr 13 2010

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that Omar Ahmad known to me to be the same person whose name is subscribed to the foregoing instrument, as the Member of Titanium Properties, LLC appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Dated: Manager 31,2008, 2007

Langure Turapy

Official SEAL
MARGARET FURCZON
Notary Public - State of Illinois
My Commission Expires Apr 13, 2010

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UNOFFICIAL COPY Notary Public

STATE OF ILLINOIS)		
COUNTY OF COOK) SS.)		
certify that Suleiman Omar A the foregoing instrument, as t	Aqel known to me to be to the Member of Titanium that they signed and deli-	aid county, in the aforesaid State, does here the same person whose name is subscribe Properties, LLC appeared before me this wered the said instrument as their own free orth.	ed to day
Dated: Manuary B1,200	} ,200 7	Notary Public OFFICIAL SEAL MARGARET FURCZON Notary Public - State of Illinois My Commission Expires Apr 13, 2010	
STATE OF ILLINOIS COUNTY OF COOK) SS. 0/		
certify that on this day person to be the same person whose to me to be the President of signed the said instrument as set forth, and the said instrumand voluntary act of said cor	nally appeared before mename is subscribed to the fall of ALLEGIANCE COMP is his free and voluntary an ent was signed in the nare poration for the uses and	aid county, in the aforesaid State, does here Michael Liskiewicz, personally known to be foregoing instrument and personally known to MUNITY BANK and acknowledged that and doed, for the uses and purposes the me and in beloal of said corporation as the dipurposes set forch.	o me own at he erein
Dated:,	. 2007	Notice Public	
		Notary Public	