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INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:



Doc#: 0815509073 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/03/2008 03:02 PM Pg: 1 of 5

Citibank, N.A.
Commercial Real Estate Finance
500 West Madison Street
5th Floor
Chicago, Illinois 60661
Telephone: 312.527.3900
Loan No.: 02-8453771

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MODIFICATION AGREEMENT

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THIS MODIFICATION AGREEMENT (this "**Agreement**") dated as of April 24, 2008 is made by and between **CITIBANK, N.A.**, a national banking association ("**Lender**") and **MICHAEL J. DELRAHIM and GHODRAT O. DELRAHIM** ("**Borrower**"), with respect to the following facts and circumstances:

RECITALS:

WHEREAS, Borrower executed a promissory note ("**Note**") dated June 14, 2007 in favor of Lender, in the original principal amount of \$230,000.00, which Note is secured by a certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing ("**Security Instrument**") dated of even date with the Note, executed by Borrower, encumbering certain real property with an address of 10575 W. Touhy Avenue, in the City of Rosemont, County of Cook, State of Illinois, which Security Instrument was recorded with the Cook County Recorder of Deeds on June 19, 2007 as Document No. 0717041091, and which property is legally described in Exhibit A hereto;

WHEREAS, Lender and Borrower have discovered inadvertent typographical errors in the Security Instrument and the Note;

WHEREAS, both parties desire to correct such errors.

NOW, THEREFORE, notwithstanding anything to the contrary set forth in the Security Instrument or the Note, the parties hereto agree as follows:

1. The first sentence of the second full paragraph on Page 1 of the Security Instrument which states that the Note is due and payable in full on July 1, 2023, shall be and hereby is amended such that the date of July 1, 2022 shall be and hereby is substituted in lieu of July 1, 2023.

2. The final paragraph in Section 1 of the Note, titled "Payments", shall be and hereby is amended such that the Final Payment Date shall be July 1, 2022, and not July 1, 2023, and the Note shall be and hereby is amended to make July 1, 2022 the Final Payment Date (as defined in the Note).

First American Title Order # 355559
1 of 2

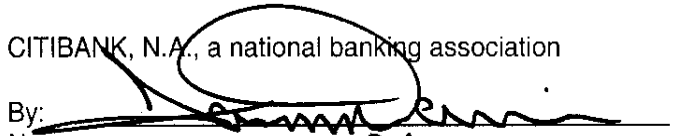
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3. Borrower hereby ratifies and acknowledges the continuing validity and enforceability of the Note, Security Instrument, and all other documents entered into by Borrower in favor of Lender and relating to the loan made by Lender (collectively, the "Loan Documents") and the obligations and first liens evidenced thereby. Except as expressly provided in this Agreement, all terms, covenants, conditions and provisions of the Loan Documents shall be and remain in full force and effect as written unmodified hereby. In the event of any conflict between the terms of this Agreement and the Loan Documents, this Agreement shall control.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above stated.

LENDER:

CITIBANK, N.A., a national banking association

By: 
Name: James Davis
Title: Vice President

Commercial Real Estate Finance
Citibank, N.A.
500 West Madison Street
Chicago, IL 60661
(312) 627-3963
jam.davis@citigroup.com

BORROWER:


Michael J. Delrahim


Ghodrat C. Delrahim

DOCUMENT IS NOT TO BE EXECUTED IN COUNTERPARTS
OR UNDER A POWER OF ATTORNEY
ALL SIGNATURES MUST BE ACKNOWLEDGED

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ACKNOWLEDGEMENTS

STATE OF ILLINOIS)

COUNTY OF COOK)

On this 25th day of APRIL, 2008, before me, a Notary Public in and for said State, personally appeared **MICHAEL J. DELRAHIM**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the uses and purposes in such instrument.

WITNESS my hand and official seal.



Bianca Dominguez
Notary Public
My Commission expires:

STATE OF ILLINOIS)

COUNTY OF COOK)

On this 25th day of APRIL, 2008, before me, a Notary Public in and for said State, personally appeared **GHODRAT O. DELRAHIM**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same for the uses and purposes in such instrument.

WITNESS my hand and official seal.



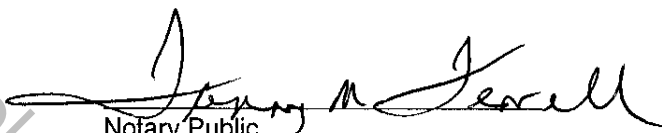
Bianca Dominguez
Notary Public
My Commission expires:

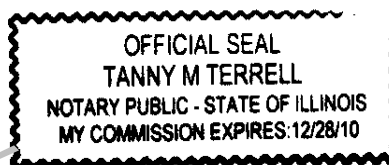
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 25th day of April, 2008 before me, a Notary Public in and for said State, personally appeared James Davis, the Vice President of Citibank, N.A., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument Citibank, N.A., executed the instrument.

WITNESS my hand and official seal.


Notary Public
My Commission expires:



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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The Property is located in the City of Rosemont, County of Cook, State of Illinois and is described as follows:

LOT 2 IN ORIGER'S RESUBDIVISION OF LOT 37 IN O'HARE AREA INDUSTRIAL DEVELOPMENT SUBDIVISION UNIT TWO, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT OF SAID ORIGER'S RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JANUARY 24, 1968 AS DOCUMENT NUMBER 2370273.

Address: 10575 West Touhy Avenue, Rosemont, Illinois

Tax Parcel Number: 09-32-200-073-0000