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This instrument prepared by,
And after recording,
Please return to:



Doc#: 0827450002 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/30/2008 09:43 AM Pg: 1 of 5

Dykema Gossett PLLC
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attention: Joan T. Berg

FIFTH MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS

THIS FIFTH MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS ("**Modification**") is made and entered into as of September 16, 2008, by **Husam E. Aldairi**, individually ("**Mortgagor**"), with a mailing address of 2 Erin Lane, Burr Ridge, Illinois, 60527 and **Broadway Bank of Chicago** ("**Mortgagee**") with its principal office at 5960 North Broadway, Chicago, Illinois 60650.

RECITALS:

WHEREAS, Mortgagee has heretofore made a loan (the "**Loan**") to Mortgagor and **Rawaa A. Attar**, individually (individually and collectively, the "**Borrower**") in the principal amount of Six Million Seven Hundred Fifty Six Thousand and 00/100 Dollars (\$6,756,000.00); and

WHEREAS, the Loan is evidenced by a Construction Mortgage Note dated as of August 31, 2006, as amended by an Amendment to Construction Mortgage Note dated October 23, 2006, as further amended by a Second Amendment to Construction Mortgage Note dated November 21, 2007 as further amended by a Third Amendment to Construction Mortgage Note dated March 11, 2008, as further amended by a Fourth Amendment to Construction Mortgage Note dated July 3, 2008 (collectively, the "**Note**"), made by Borrower, whereby the Borrower promised to pay to the order of Lender the principal sum of Six Million Seven Hundred Fifty Six Thousand and 00/100 Dollars (\$6,756,000.00), all as more specifically set forth in said Note; and

WHEREAS, the Note is secured by, among other things, a Construction Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing, dated as of August 31, 2006, by Borrower in favor of Lender, recorded in the Office of the Cook County Recorder of Deeds, Cook County, Illinois as Document No. 0624931099, as amended by a Modification of Mortgage and Other Security Documents dated as of October 23, 2006 and recorded in the Office of the Cook County Recorder of Deeds, Cook County, Illinois as Document No. 0634245013, as amended by a Second Modification of Mortgage and Other Security Documents dated as of November 21, 2007 and recorded in the Office of the Cook County Recorder of Deeds, Cook County, Illinois as Document No. 0733150012, as amended by a Third Modification of Mortgage and Other Security Documents dated as of March 11, 2008 and recorded in the Office of the Cook

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County Recorder of Deeds, Cook County, Illinois as Document No. 0807350018, as amended by a Fourth Modification of Mortgage and Other Security Documents dated as of July 3, 2008 and recorded in the Office of the Cook County Recorder of Deeds, Cook County, Illinois as Document No. 0819031091 (collectively, the "**Mortgage**"); and any and all other instruments and documents executed by or on behalf of Borrower and delivered to Lender in connection with the Loan, which are hereinafter collectively referred to as the "**Other Security Documents**"; and

WHEREAS, the collateral for the Mortgage is the real property legally described in Exhibit A, which is attached hereto and made a part hereof; and

WHEREAS, Borrower desires that the Loan be modified to increase the amount of the Note by Five Hundred Forty Eight Thousand Five Hundred and 00/100 Dollars (\$548,500.00), to a principal sum of Seven Million Three Hundred Four Thousand Five Hundred and 00/100 Dollars (\$7,304,500.00); and

WHEREAS, the parties desire to modify and amend the Loan as provided herein and as a condition to such modification, Mortgagee is requiring: (i) this Modification; (ii) an Amendment to Note dated of even date herewith executed by Borrower (the "**Note Amendment**"), whereby the Note is modified as provided above; and (iii) an Amendment to the Loan Agreement and such other documents as may be reasonably required by Mortgagee (the "**Other Modification Documents**").

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals**. The aforesaid recitals are hereby incorporated into this Modification by reference as if fully set forth in this Paragraph 1. Wherever the terms and conditions of this Modification conflict with the terms and conditions of the Mortgage, the terms and conditions of this Modification shall control. In all other respects the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Mortgage and the Other Security Documents.

2. **References to Note**. From and after the date hereof (i) the Mortgage, the Assignment and the Other Security Documents shall be deemed to secure the Note as modified by the Note Amendment; and (ii) any and all references in the Mortgage or the Other Security Documents to the "Note" shall be deemed to refer to the Note as modified by the Note Amendment.

3. **References to Loan Documents**. Any and all references in the Note, the Mortgage and the Other Security Documents to the "Loan Documents" shall from and after the date hereof be deemed to refer to such Loan Documents as modified by this Modification.

4. **Reference to Land and Property**. The lien of the mortgage on the Land and the Property described in the Mortgage shall be deemed a first and superior lien on the real property described at Exhibit A attached hereto and made a part hereof.

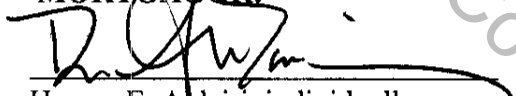
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5. **Reaffirmation of Representations and Warranties.** Mortgagor and Borrower hereby reaffirm as true and correct in all respects, as of the date hereof, any and all representations and warranties contained in the Mortgage and the Other Security Documents.

6. **Reaffirmation of Covenants.** Mortgagor and Borrower do hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage and the Other Security Documents as herein modified.

7. **Governing Law.** The rights and duties of the parties hereunder shall be construed, enforced and governed according to the laws of the State of Illinois. In the event that any provision or clause of this Modification or any of the other Loan Documents conflicts with applicable law, or is adjudicated to be invalid or unenforceable, same shall not affect other provisions of this Modification or any of the other Loan Documents which can be given effect without the conflicting provision, and to this end the provisions of this Modification or any of the other Loan Documents are declared to be severable and the validity or enforceability of the remainder of the Loan Document in question shall be construed without reference to the conflicting, invalid or unenforceable clause or provision.

MORTGAGOR:


Husam E. Aldairi, individually

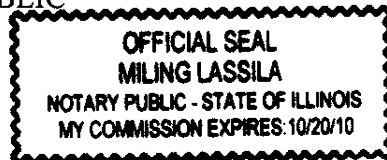
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Husam E. Aldairi, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 16th day of September, 2008.

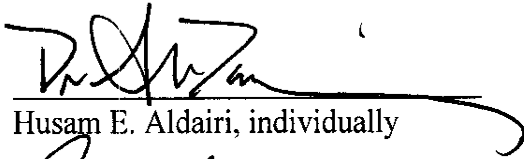



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The undersigned, being the Borrower, joins in this Mortgage, stating, acknowledging and granting the covenant that the Premises is not homestead property and hereby expressly waives any and all defenses relating thereto under any order or decree of foreclosure of this Mortgage.


Husam E. Aldairi, individually


Rawaa A. Attar, individually

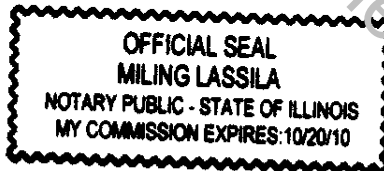
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Husam E. Aldairi and Rawaa A. Attar, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 17th day of September, 2008.



NOTARY PUBLIC



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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

Lots 1 and 2 in Shady Lane Subdivision, being a part of the Northwest Quarter of Section 19, Township 38 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded January 13, 2004 as document number 0401318059, in Cook County, Illinois.

PIN: 18-19-103-076-0000 and 18-19-103-077-0000

Property of Cook County Clerk's Office