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RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
TINLEY PARK MAIN
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143



Doc#: 0921705102 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/05/2009 11:20 AM 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 N. Hunt Club Road
Gurnee, IL 60031

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 20, 2009, is made and executed between AMERICAN KITCHEN DELIGHTS, INC., whose address is 15320 SOUTH COOPER AVENUE, HARVEY, IL 604262922 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

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

Recorded December 16, 2004 as document #0435147339 in Cook County, Illinois and modified June 17, 2005, recorded June 28, 2005 as document #0517947095 in Cook County, Illinois.

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 604262922. The Real Property tax identification number is See EXHIBIT "A".

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

To delete the definition of "Note" therein its entirety and to insert in lieu thereof the following: "Note. The word "Note" means the promissory note or credit agreement dated July 20, 2009 in the original principal amount of \$1,805,000.00 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" therein its entirety and place 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 security of the Mortgage, exceed \$5,415,000.00."

To add the following: "TAX RESERVES. Grantor agrees to establish a reserve account to be retained from

BOX 334 CTI 10P-14L
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the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes one month prior to the date the taxes become delinquent. Grantor shall further pay a monthly pro-rated share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the amount so estimated and paid shall prove to be insufficient to pay such taxes, assessments and other charges, Grantor shall pay the difference as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default as described above."

To delete "The Real Property tax identification number" therein its entirety and place in lieu thereof the following: "The Real Property tax identification number is: See Exhibit "A"."

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 Lender in 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 Lender 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 TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 20, 2009.

GRANTOR:

AMERICAN KITCHEN DELIGHTS, INC.

By: 

SHAHNAWAZ HASAN, President/Secretary of AMERICAN
KITCHEN DELIGHTS, INC.

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MODIFICATION OF MORTGAGE

Loan No: 59753

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LENDER:

FIRST MIDWEST BANK

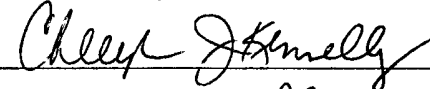
X 
Authorized Signatory

CORPORATE ACKNOWLEDGMENT

STATE OF Ill
COUNTY OF Will



On this 20th day of July, 2009 before me, the undersigned Notary Public, personally appeared **SHAHNAWAZ HASAN, President/Secretary of AMERICAN KITCHEN DELIGHTS, INC.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By  Residing at Lockport

Notary Public in and for the State of Ill

My commission expires 5-24-11

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MODIFICATION OF MORTGAGE

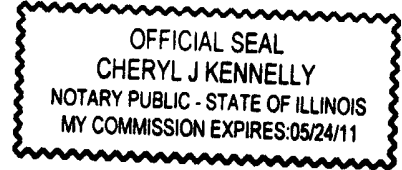
Loan No: 59753

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LENDER ACKNOWLEDGMENT

STATE OF Ill)
) SS
 COUNTY OF Will)



On this 20th day of July, 2009 before me, the undersigned Notary Public, personally appeared DAVID BORTOLILLO and known to me to be the AUP, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST BANK** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **FIRST MIDWEST BANK**.

By Cheryl J Kennelly Residing at Lockport

Notary Public in and for the State of Ill

My commission expires 5-24-11

Cook County Clerk's Office

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EXHIBIT "A"

Real Property tax identification number: 29-18-112-030-0000, 29-18-112-031-0000, 29-18-112-032-0000, 29-18-112-033-0000, 29-18-112-034-0000, 29-18-113-007-0000, 29-18-113-011-0000, 29-18-113-012-0000, 29-18-113-013-0000, 29-18-113-014-0000, 29-18-113-015-0000, 29-18-113-016-0000, 29-18-113-040-0000, 29-18-113-041-0000

LOTS 1 THROUGH 30 (BOTH INCLUSIVE) IN BLOCK 4, LOTS 1 THROUGH 6 (BOTH INCLUSIVE), LOT 18, LOTS 21 THROUGH 30 (BOTH INCLUSIVE) IN SAID BLOCK 3, THAT PART OF LEAVITT AVENUE LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF 154TH STREET AND LYING SOUTH OF THE NORTH LINE OF SYNDICATE ADDITION TO HARVEY, BEING A SUBDIVISION OF LOT 1 IN THE SUBDIVISION OF THAT PART EAST OF VINCENNES ROAD IN THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 10 ACRES THEREOF), ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23, 1891 AS DOCUMENT NUMBER 1587361 TOGETHER WITH THAT PART OF COOPER AVENUE LYING NORTH OF THE NORTH LINE OF NORTH RIGHT OF WAY LINE OF 154TH STREET AND LYING SOUTH OF THE NORTH LINE OF SAID SYNDICATE ADDITION TO HARVEY, THE EAST-WEST AND NORTH-SOUTH 14 FOOT WIDE ALLEYS IN SAID BLOCK 4, THAT PART OF THE EAST-WEST 14 FOOT WIDE ALLEY IN BLOCK 3, (DESCRIBED AS FOLLOWS, BEGINNING AT THE NORTHWEST CORNER OF LOT 20 IN SAID BLOCK 3; THENCE NORTH 14.00 FEET ALONG THE EAST RIGHT OF WAY LINE OF COOPER AVENUE; THENCE EAST ALONG THE NORTH LINE OF SAID 14 FOOT ALLEY TO THE CENTER OF THE NORTH-SOUTH 14 FOOT WIDE PUBLIC ALLEY IN SAID BLOCK 3; THENCE SOUTHWEST TO THE INTERSECTION OF THE SOUTH LINE OF SAID EAST-WEST 14 FOOT WIDE ALLEY AND THE WEST LINE OF THE EAST 22.50 FEET OF LOT 16 IN SAID BLOCK 3; THENCE WEST ALONG THE SOUTH LINE OF SAID 14 FOOT ALLEY TO THE POINT OF BEGINNING), THE WEST 1/2 OF THE NORTH-SOUTH 14 FOOT WIDE ALLEY ADJOINING LOTS 21 THROUGH 24 (BOTH INCLUSIVE) IN SAID BLOCK 3, THE NORTH-SOUTH 14 FOOT WIDE ALLEY ADJOINING LOTS 1 THROUGH 6 (BOTH INCLUSIVE) AND LOTS 25 THROUGH 30 (BOTH INCLUSIVE) IN SAID BLOCK 3, ALL SITUATED IN THE CITY OF HARVEY, COOK COUNTY, ILLINOIS.