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AFTER RECORDING, RETURN
TO:

Edward A. Cohen, Esq.
Cohen & Hussien, PC
11330 South Harlem Avenue
Worth, IL 60482



Doc#: 1001508292 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/15/2010 04:17 PM Pg: 1 of 4

FIRST AMENDMENT TO NOTE AND MORTGAGE

THIS FIRST AMENDMENT TO NOTE AND MORTGAGE ("First Amendment") is made and entered into this 17th day of December, 2009, by and between **SAVEWAY FOOD MART, INC., an ILLINOIS CORPORATION**, its successors and/or assigns ("Saveway"), **IMAD MUSLEH** ("Musleh"), and **HUSAM MUSTAFA** ("Mustafa"), (collectively referred to as "Borrower") and **LIYA FINANCIAL, LTD.**, its assigns, heirs and/or successors in interest ("Lender").

RECITALS:

- A. Borrower and Lender entered into the following (collectively, the "Loan Documents"):
- i. Promissory Note dated December 20, 2006 ("Note")
 - ii. Mortgage dated December 20, 2006 and recorded January 31, 2007 by the Recorder of Deeds of Cook County, Illinois as Document Number 0511218030 ("Mortgage").
- B. The Borrower and Lender desire to amend the Loan Documents as provided hereinbelow.

NOW THEREFORE, in consideration of the mutual Recitations above and the covenants contained hereinbelow, it is agreed as follows:

1. The Note is amended by inserting the phrase "initial" before the phrase "3 years" in the heading of the Note.
2. The Note is amended by inserting the phrase "the initial" before the phrase "three (3) years" in the first sentence of the first grammatical paragraph of the Note.
3. The Note is amended by inserting the phrase "and Twenty Eight Thousand and 00/100 Dollars (\$28,000.00) per year for two and one-half years following the phrase "initial three (3) years in the first sentence of the first grammatical

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paragraph of the Note.

4. The first sentence of the first grammatical paragraph of the Note is amended by deleting the phrase "TWO HUNDRED SEVENTY TWO THOUSAND AND 00/100 DOLLARS (\$272,000.00)" and substituting therefor THREE HUNDRED FORTY TWO THOUSAND AND 00/100 DOLLARS (\$342,000.00)
5. The second sentence of the first grammatical paragraph of the Note is amended by deleting said sentence in its entirety and substituting therefor the following:

Such principal and interest to be payable as follows: During the initial thirty six (36) months, Borrower shall make interest only payments in the amount of TWO THOUSAND AND 00/100 DOLLARS per month for thirty six consecutive months, beginning on February 1, 2007 and on the 1st day of each month thereafter for thirty six (36) months; during the next thirty (30) months, Borrower shall make monthly principal and interest payments as follows: SIX THOUSAND AND 00/100 DOLLARS per month for thirty (30) consecutive months, beginning February 1, 2010 and on the 1st day of each month thereafter for thirty (30) months; and Borrower shall make five (5) additional payments of principal and interest in the amount of Eighteen Thousand Dollars (\$18,000.00) each (totaling Ninety Thousand Dollars and 00/100); said five additional payments shall be made on the following dates: July 1, 2010; January 1, 2011; July 1, 2011; January 1, 2012; and July 1, 2012. Borrower agrees the five payments, in the amount of \$18,000.00 each, are in addition to the regularly scheduled principal and interest payments described above.
6. The second grammatical paragraph is amended by deleting the phrase "Seventy Two Thousand and 00/100 Dollar (\$72,000.00) and substituting therefor the phrase "One Hundred Forty Two Thousand and 00/100."
7. The third grammatical paragraph is amended by deleting the phrase "6901 W. 111th Street," and substituting therefore the phrase "11330 South Harlem Avenue."
8. The Mortgage is amended by deleting from the final sentence of the tenth grammatical paragraph (titled "Indebtedness") the phrase "\$300,000," and substituting therefore the phrase "\$400,000."
9. Except as amended hereby, the Loan Documents remain in full force and effect.
10. In the event of any contradiction between the terms of the Loan Documents and this First Amendment, the terms of this First Amendment shall control.

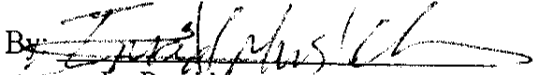
[SIGNATURES APPEAR ON NEXT PAGE]

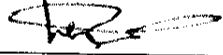
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IN WITNESS WHEREOF, the undersigned have executed this First Amendment on day and date first written above.

SAVEWAY FOOD MART, INC.,
An Illinois Corporation

ATTEST:


By: 
Its President

By: 
Its Secretary


IMAM MUSLEH, individually


HUSAM MUSTAFA, individually

LIYA FINANCIAL, LTD.

By: 

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LOTS 17 THROUGH 24 INCLUSIVE IN BLOCK 6 IN LEE'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Nos. 20-20-409-037-0000; 20-20-409-038-0000

6858 S. Aberdeen, Chicago, IL