

FOR RECORDER'S USE ONLY

PREPARED BY AND WHEN RECORDED MAIL TO:

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Doc#: 1003233084 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/01/2010 01:19 PM Pg: 1 of 5

AMENDMENT NO. 1 TO MORTGAGE -
NEWBY PARTNERS, L.L.C.

Amendment No. 1 to Mortgage and Security Agreement (this "Amendment") dated as of Jan. 12, 2010, ~~2009~~, made by NEWBY PARTNERS, L.L.C. ("Grantor") in favor of FIRST MIDWEST BANK ("Lender"). This Amendment pertains to the real estate described on Exhibit A attached hereto and made a part hereof.

8318948 Home-DI 1072

P R E A M P L E:

Grantor gave to Lender that certain Mortgage dated January 27, 2006, which was recorded on February 9, 2006, in the Office of the Cook County, Illinois Recorder of Deeds as Document No. 0604004018 (the "Mortgage"). Grantor has requested Lender to forbear from exercising Lender's rights, remedies and powers against Grantor in accordance with that certain Forbearance Agreement dated the date of this Amendment by and among Lender, Grantor and certain others (the "Forbearance Agreement"). Lender has agreed to do so, so long as, among other things, this Amendment is executed and delivered to Lender.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, Grantor agrees as follows:

- 1. The definition of "Note" in the "Definitions" Section of the Mortgage is amended to read as follows:

"Note. The word "Note" means the promissory note dated January 27, 2006, in the principal amount of \$680,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, restatements of and substitutions for the promissory note or agreement. The Note is payable, along with interest, and maturing as specified in the Note. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**"

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2. All references to the "Mortgage" in the Mortgage shall mean the "Mortgage" as amended by this Amendment and as may be further amended and/or restated from time to time.

3. In all other respects, the Mortgage is hereby restated, reaffirmed and incorporated herein, the only amendments intended to be made thereto being those above set forth. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage shall have the same meanings herein as therein.


NEWBY PARTNERS, L.L.C.

By: THE INVERBRASS FUNDS, L.L.C.,
Manager

By: 

Name: Ayman Khalil

Title: Managing Member

By: 

Name: Ayman Khalil

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EXHIBIT A **LEGAL DESCRIPTION**

Lots 16 and 17 in Block 15 in south Shore Park, being a subdivision of the West and ½ of the Southwest ¼ of Section 30, township 38 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois

Common Address: 2512-20 East 79th Street, Chicago, Illinois 60649

PIN: 21-30-327-022-0000 and 21-30-327-023-0000

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COOK COUNTY
DEPARTMENT OF DEEDS
SCANNED BY