FOR RECORDER'S USE ONLY

PREPARED BY AND WHEN RECORDED MAIL TO:

Steven Bright, Esq. Levenfeld Pearlstein, LLC 400 Skokie Boulevard Suite 700 Northbrook, Illinois 60062



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 Mortgege and Security Agreement (this "Amendment") dated as of NEWEY PARTNERS, L.LC. ("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.

PREAMPLE:

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, Illinoi, Recorder of Deeds as Document No. 0604004018 (the "Mortgage"). Grantor has requested Lender to Torbea, 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."

Box 400-CTCC



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

1003233084 Page: 3 of 5

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STATE OF ILLINOIS) SS. COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Ayman Khalil, Manager of Newby Partners, L.L.C., personally is known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as such person's own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this day of 2 TM

, 2010

NOTARY PUBLIC

My Commission Expires:

LIANE TORCOLETTI
OFFICIAL SEAL
[S E A L Notary Public, State of Illinois

Commission Expires
August 03, 2012

1003233084 Page: 4 of 5

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STATE OF ILLINOIS)) SS. COUNTY OF COOK

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Ayman Khalil, Managing Member of The Inverbrass Funds, L.L.C., personally is known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Member, appeared before me this day in person and acknowledged that such person signed and delivered the said instrurtent as such person's own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

and and GIVEN under my hand and Notarial Seal this day of 2 7 m, 2000.

My Commission Expires:

LIANE TORCOLETTI

ry Public, State of Illinois Commission Expires August 03, 2012

1003233084 Page: 5 of 5

C/O/A/S O/A/CO

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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

