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THIS DOCUMENT PREPARED BY AND AFTER RECORDING SHOULD RETURNED TO:

Stephen M. Alderman, Esq. Garfield & Merel, Ltd Suite 1300 180 N. Stetson Chicago, Illinois 60601



Doc#: 1110422068 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 04/14/2011 11:36 AM Pg: 1 of 4

MODIFICATION OF MORTGAGE

This Modification of Mortgage dated as of the 3/9 day of March 2011 and effective as of February 5, 2011 is entered into by and between NASIR AFRIDI and NASGAS GROUP, INC. ("Grantor") and HINSDALE BANK & TRUST COMPANY ("Lender").

RECITALS:

WHEREAS, Lender is the holder of a certain Promissory Note dated 12-10-2008, as may have been amended from time to time most recently by Consolidation, Assumption, Extension and Modification of Promissory Note dated as of even date herewith and effective as of February 5, 2011 ("Consolidation Agreement"), executed by Grantor and Momin Group, Inc. (the "Note");

WHEREAS, pursuant to the Consolidation, Assumption, Extension and Modification of Promissory Note Maturity Date of the Note has been extended to February 5, 2014 and the principal amount of the Note increased to \$2,038,257;

WHEREAS, the Note is secured by, among other things, the following executed by Grantor:

Mortgage ("Mortgage") dated December 10, 2008 and recorded December 29, 2008 with the Cook County Recorder of Deeds as Document No.0836422025 on the Real Estate legally described in Exhibit A which is attached hereto and by this reference incorporated herein.

NOW, THEREFORE, in consideration of the above set forth recitals and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The recitals hereinbefore set forth are hereby made a part hereof and incorporated herein as if fully set forth. All terms defined in the Mortgage and not otherwise defined herein shall have the same definitions as in the Mortgage when used herein.

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- 2. All references to the Note in the Mortgage shall be deemed to refer to the Note as modified by the Consolidation Agreement. The Consolidation Agreement shall be deemed to be a renewal, extension, modification, consolidation and substitution of and for the note referred to in the Mortgage. All obligors on the Note, as modified by the Consolidation Agreement, shall be included in the term "Borrower" as used in the Mortgage.
- 3. The Mortgage be and is hereby extended and shall remain in full force and effect through and until all monies due under the Note as amended from time to time are paid in full.
- 4. The section of the Mortgage captioned "Maximum Lien" is hereby amended by deleting said section and inserting the following in lieu thereof:

"Maximum Lien". At no time shall the principal amount of indebtedness secured by this Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$2,038,257."

- 5. The parties hereto intend this instrument to operate as an extension of the Mortgage and do not intend that a new mortgage or assignment of rents be created hereby.
- 6. Nothing in this Agreement shall change or modify in any manner the conditions and covenants of the Mortgage, except as excifically stated herein, and such Mortgage shall otherwise remain in full force and effect and by the execution hereof Grantor reaffirms each and all of the representations, warranties, obligations, covenants and agreements of Grantor set forth in the Mortgage.
- 7. In the event of a conflict or inconsistency between this Agreement and the Mortgage, the terms herein shall supersede and govern.

IN WITNESS WHEREOF, the parties hereto have executed this Modification of Mortgage as of the day and year first above written.

GRANTOR:	LENDER:
NASIR AFRIDI	HINSDALE BANK & TRUNT COMPANY
NASGAS GROUP, INC.	By: Medal Majdra Printed Name Michael haldson
By: What A Ch	Its: Officer
Its:	

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STATE OF HINOLS)
COUNTY OF
I, Conto Cor a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Nasir Afridi personally and the of NasGas Group, Inc. 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 he/they signed and delivered the said instrument as his/their own free and
voluntary ou for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this 31 day of Mond 2011.
JENNIFER A. COGGINS NOTARY PUBLIC, STATE C. ILLINOIS My Commission Expire 8 07, 18/2011
STATE OF (1) SS. COUNTY OF (1) SS.
I, <u>Unamed County</u> Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that <u>Michael J. Waldrow</u> the <u>Officer</u> of HINSDALE BANK & TRUST COMPANY, 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 the 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 31st day of March, 2011.
Notary Public OFFICIAL SEAL CHARMAINE E. METZGER Notary Public - State of Illinois My Commission Expires Oct 22, 2013

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EXHIBIT A

PARCEL 1

COMMON ADDRESS: 4219 N. Milwaukee Ave., Chicago, IL

LOTS 1 THROUGH 4 IN SUBDIVISION OF THAT PART EAST OF MILWAUKEE AVENUE OF THE SOUTH 1/2 OF LOT 10, AND THE NORTH 33 FEET EAST OF MILWAUKEE AVENUE OF LOT 11, OF THE SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 13-16-413-016-0000

PARCEL 2

COMMON ADDRESS: 2950 N. Cicero Ave., Chicago, IV.

LOTS 1 TO 5 IN FALCONERS SUFDIVISION OF BLOCK 1 IN FALCONER'S SECOND ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE 77-11RD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.