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RECORDATION REQUESTED BY:

FIRST MIDWEST BANK TINLEY PARK MAIN ONE PIERCE PLACE SUITE 1500 ITASCA, IL 60143 1387942891

Doc#: 1307942091 Fee: \$44.00

RHSP Fee:\$10.00 Affidavit Fee:

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 03/20/2013 01:24 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

FIRST MIDWEST BANK TINLEY PARK MAIN ONE PIERCE PLACE SUITE 150', ITASCA, IL 60143

SEND TAX NOTICES TO: FIRST MIDWEST BANG TINLEY PARK MAIN ONE PIERCE PLACE SUITE 1500 ITASCA, IL 60143

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 11, 2013, it made and executed between AMAL PROPERTY, LLC, whose address is 9002 NORTH MARYLAND STREET, CLTS, IL 607141549 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONF FERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 11, 2012 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED JUNE 22, 2012 AS DOCUMENT NO. 1217412110 IN COOK COUNTY, ILLINO'S

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in COOK County, State of Illinois:

LOT 1 IN DUNKIN'S RESUBDIVISION OF LOT 2 IN CATERER'S SUBDIVISION, A SUBDIVISION OF LOTS 5 AND 6 OF OAK LEAF COMMONS-OFFICE PLAZA, A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1080 EAST OAKTON STREET, DES PLAINES, IL 600182033. The Real Property tax identification number is 09-20-321-006-0000.

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

To delete the paragraph titled, "MAXIMUM LIEN" therein its entirety and insert in lieu thereof the following: C"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 \$2,524,464.00."

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 65424

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To delete the definition of "Note" therein its entirety and insert in lieu thereof the following: The word "Note" means the following:

- 1. The promissory note dated June 11, 2012, in the original principal amount of \$416,000.00 from Borrower to Lender, amended by a Change in Terms Agreement dated February 11, 2013, in the principal amount of \$791,488.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is 4.750% per annum. The maturity date of the Note is June 11, 2017.
- 2. "The word "Note" means the promissory note dated February 11, 2013, in the original principal amount of \$50,000.00 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. The interest rate on the Note is a variable rate based on an index which is the Prime Rate as published in the Wall Street Journal (the "nox"). The Index currently is 3.250% per annum. The interest rate to be applied to the unpaid principal palance of the Note will be at a rate of 1.000 percentage points over the Index, resulting in an initial rate of 4.250% per annum. Notice: under no circumstances will the interest rate on the Note be more than the maximum ate allowed by applicable law. The maturity date of the Note is February 11, 2014. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

To add the paragraph titled, "REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note within twenty (20) years from the date of this Mortgage of the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note and Related Documents.".

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 promisson 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 profiles, 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, 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 FEERVARY 11.

GRANTOR:

AMAL PROPERTY, LLC

ASIF RAJABALI, Member of AMAL PROPERTY, LLC

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 65424

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LENDER:		
FIRST MIDWEST BANK		
A B		
Authorized Signer		
- CO		
LIMITED LIABILITY COMPA	NY ACKNOWLEDGMENT	·
	•	
STATE OF ULL	OFFICIAL SEA	
COUNTY OF Will	CHERYL J KENNI NOTARY PUBLIC - STATE MY COMMISSION EXPIRE	OF ILLINOIS
On this 12th day of Flbruary	, 2013 before me, the under	signed Notary
Public, personally appeared ASIF RAJABALI, Member of member or designated agent of the limited liability comp acknowledged the Modification to be the free and volunt authority of statute, its articles of organization or its open mentioned, and on oath stated that he or she is authorized the Modification on behalf of the limited liability company.	rany nate executed the Modification of I tary act and deed of the limited liability erating agreement, for the uses and pur-	Mortgage and company, by
By Chey Harried Hability company.	Residing at Trulfort	·
Notary Public in and for the State of		
My commission expires 5-24-15		
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MODIFICATION OF MORTGAGE (Continued)

Loan No: 65424 LENDER ACKNOWLEDGMENT OFFICIAL SEAL CHERYL J KENNELLY **STATE OF NOTARY PUBLIC - STATE OF ILLINOIS**) SS MY COMMISSION EXPIRES:05/24/15) **COUNTY OF** before me, the undersigned Notary On this and known to me to be the Public, personally appeared , authorized egent 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 occur stated that he or she is authorized to execute this said instrument and in fact executed this seid instrument on Lebalf of FIRST MIDWEST BANK. Residing at Notary Public in and for the State of 5-24-1 My commission expires

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