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RECORDATION REQUESTED BY:

First Community Financial
Bank
Homer Glen Branch
13901 S Bell Road
Homer Glen, IL 60491

Doc#: 1314039038 Fee: \$46.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/20/2013 10:04 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

First Community Financial
Bank
Attn: Loan Operations
25407 S. Bell Road
Channahon, IL 60410

SEND TAX NOTICES TO:

HAML Enterprises, L.L.C.
805 Singer Ave
Lemont, IL 60439

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Tracy Musick, Loan Processor
First Community Financial Bank
13901 S Bell Road
Homer Glen, IL 60491

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 23, 2013, is made and executed between HAML Enterprises, L.L.C., a Limited Liability Company (referred to below as "Grantor") and First Community Financial Bank, whose address is 13901 S Bell Road, Homer Glen, IL 60491 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 23, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on January 05, 2010 as Document No. 1000533058 in the Recorder's Office of Cook County, Illinois.

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

PARCEL 1:

UNIT NUMBERS GC, GD, GE, 1A, 1C, 1D, 1E, 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, AND 3E IN THE ABBY CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE.

LOT 5 IN BLOCKS 9 IN F. H. DOLAND'S SUBDIVISION OF 590.00 FEET EAST OF AND ADJOINING THE WEST 175.00 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE CHICAGO MILWAUKEE AND ST. PAUL (CHICAGO AND EVANSTON RAILROAD), IN COOK COUNTY.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 07332103098 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE (EXCLUSIVE) RIGHT TO THE USE OF S-1A, S-2A, S-1C, S-2B, S-GC, S-GD, S-GE, S-1D, S-1E, S-2C,

§ 1/5
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N
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MODIFICATION OF MORTGAGE (Continued)

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S-2D, S-2E, S-3A, S-3B, S-3C, S-3D, S-3E, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0733103098.

The Real Property or its address is commonly known as 7357 N Ashland Ave, Chicago, IL 60626. The Real Property tax identification number is 11-29-313-017-1001; 11-29-313-017-1002; 11-29-313-017-1003; 11-29-313-017-1004; 11-29-313-017-1006; 11-29-313-017-1007; 11-29-313-017-1008; 11-29-313-017-1009; 11-29-313-017-1010; 11-29-313-017-1011; 11-29-313-017-1012; 11-29-313-017-1013; 11-29-313-017-1014; 11-29-313-017-1015; 11-29-313-017-1016; 11-29-313-017-1017; 11-29-313-017-1018.

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated April 23, 2013 in the original principal amount of \$1,076,813.57 to Lender bearing a fixed interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) 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 the amount of \$2,153,627.14; (3) the word Lender means First Community Financial Bank, successor by merger to First Community Bank of Homer Glen and Lockport, it's successors and assigns; and (4) to include the following language:

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601 (b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

All other terms and conditions remain the same.

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 promissory 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 parties, 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 or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

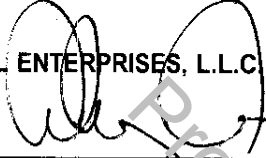
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MODIFICATION OF MORTGAGE (Continued)

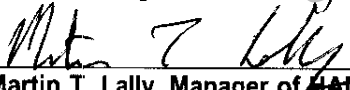
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 23, 2013.

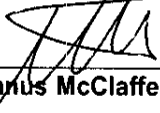
GRANTOR:

HAML ENTERPRISES, L.L.C.

By: 
Anthony Armijo, Manager of HAML Enterprises, L.L.C.

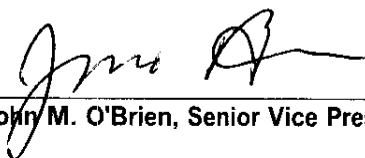
By: 
Anthony J. Hegarty, Manager of HAML Enterprises, L.L.C.

By: 
Martin T. Lally, Manager of HAML Enterprises, L.L.C.

By: 
Manus McClafferty, Manager of HAML Enterprises, L.L.C.

LENDER:

FIRST COMMUNITY FINANCIAL BANK

x 
John M. O'Brien, Senior Vice President

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Will)

On this 23rd day of April, 2013 before me, the undersigned Notary Public, personally appeared **Anthony Armijo, Manager of HAML Enterprises, L.L.C.; Anthony J. Hegarty, Manager of HAML Enterprises, L.L.C.; Martin T. Lally, Manager of HAML Enterprises, L.L.C.; and Manus McClafferty, Manager of HAML Enterprises, L.L.C.**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at [Address]

Notary Public in and for the State of Illinois

My commission expires 08-08-14



PUBLIC RECORDS OF COOK COUNTY Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Will)

On this 23rd day of April, 2013 before me, the undersigned Notary Public, personally appeared **John M. O'Brien** and known to me to be the **Senior Vice President**, authorized agent for **First Community Financial Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Community Financial Bank**, duly authorized by **First Community Financial Bank** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **First Community Financial Bank**.

By [Signature] Residing at Abner Allen

Notary Public in and for the State of Illinois

My commission expires 08-08-14

