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This Document Prepared By:

MICHAEL F. MOONE
WEST SUBURBAN BANK
717 S. WESTMORE/MEYERS ROAD
LOMBARD, IL 60148



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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/21/2014 09:19 AM Pg: 1 of 4

After Recording Return To:

WEST SUBURBAN BANK
717 S. WESTMORE/MEYERS ROAD
LOMBARD, ILLINOIS 60148
ATTN: JOHN J. SCHROEDER

A238493
CTIC-HE

Space Above This Line For Recording Data

Loan No. 5193636759

SECOND MODIFICATION AGREEMENT

THIS AGREEMENT, made this AUGUST 15, 2014, by and between NANIRA, LLC, an Illinois Limited Liability Corporation (hereinafter collectively referred to as "Mortgagor"), and **WEST SUBURBAN BANK**, a corporation organized and existing under the laws of the United States of America (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor heretofore executed a certain ADJUSTABLE RATE MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (hereinafter referred to as "Mortgage") dated AUGUST 5, 2010 which was recorded on AUGUST 12, 2010 in the Office of the Recorder of Deeds of COOK County as document number 1022435050 and ADJUSTABLE RATE ASSIGNMENT OF RENTS (hereinafter referred to as "Assignment of Rents") dated AUGUST 5, 2010 which was recorded on AUGUST 12, 2010 in the Office of the Recorder of Deeds of COOK County as document number 1022435051 encumbering certain premises as described in Exhibit 'A' attached hereto and which said Mortgage and Assignment of Rents were given to secure a certain ADJUSTABLE RATE MORTGAGE NOTE (hereinafter referred to as "Note") dated AUGUST 5, 2010 in the amount of TWO MILLION TWO HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED AND 00/100 (\$2,242,500.00) DOLLARS; and

WHEREAS, said Mortgage and Note were modified by an unrecorded MODIFICATION AGREEMENT (hereinafter known as "First Modification") dated June 1, 2012; and

WHEREAS, said Mortgage securing said Note is a valid and subsisting lien on the premises described in the Mortgage for the principal balance from time to time due and owing on said Note; and

WHEREAS, said Note is owned by Mortgagee and, by the terms of the First Modification, is due and owing on JUNE 1, 2017; and

WHEREAS, the parties desire to modify the terms of the Note; and

WHEREAS, the premises in said Mortgage described are still owned by the mortgagor; and

WHEREAS, the parties hereto have agreed upon the terms and conditions hereinafter set forth;

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NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually promise and agree as follows (notwithstanding anything to the contrary contained in the Note, Mortgage or First Modification):

1. That as of the date hereof, the unpaid balance of said indebtedness is FOUR HUNDRED SEVENTY-NINE THOUSAND THREE HUNDRED SEVENTY-SIX AND 03/100 DOLLARS (\$479,376.03).
2. On September 1, 2014 there shall be paid on account of principal and interest upon this Note the sum of THREE THOUSAND FIVE HUNDRED FORTY AND NO/100 DOLLARS (\$3,540.00). Commencing on OCTOBER 1, 2014 and continuing on the first day of each successive month to and including AUGUST 1, 2019, there shall be paid on account of principal and interest upon this Note, the sum of THREE THOUSAND FIVE HUNDRED THIRTY-THREE AND 00/100 DOLLARS (\$3,533.00). If on SEPTEMBER 1, 2019, the Undersigned still owes amounts under this note, the Undersigned will pay those amounts in full (a BALLOON payment) on that date which is called the "New Maturity Date".
3. The interest rate of four and one-quarter percent (4.25%) shall remain in ineffective from the date hereof to September 1, 2014. Effective September 1, 2014 the interest rate to and including August 31, 2019 shall be fixed at four percent (4.0%) per annum.


Through the First Modification Agreement the Adjustable Rate Mortgage Note and Adjustable Rate Mortgage were modified and converted to a Fixed Rate Mortgage Note and Mortgage as described therein and the maturity date shortened to JUNE 1, 2017. By mutual agreement of the parties the maturity date of the Note and Mortgage is hereby extended from JUNE 1, 2017 to SEPTEMBER 1, 2019, at which time a balloon payment will be due and payable.

4. That all the provisions, stipulations, powers and covenants contained in the Mortgage and Note shall stand and remain unchanged and in full force and effect for and during said modification period, except only as they are herein and hereby specifically varied or amended, and the terms agreed to in this Modification Agreement in no way extinguishes the obligations of Borrowers under the Note.
5. That all provisions hereof shall be binding and obligatory upon, and inure to the benefit of, the respective heirs, executors, administrators, legal representatives, successors, vendors, grantees and assigns of the parties hereto.

BORROWER – MORTGAGOR

NANIRA, LLC

By: 
NARENDRA PATEL, MEMBER

By: 
NILESH PATEL, MEMBER

By: 
RAJESH PATEL, MEMBER

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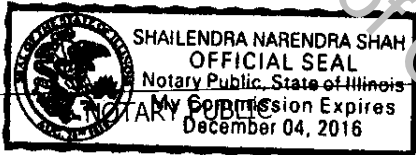
WEST SUBURBAN BANK - MORTGAGEE

BY: [Signature]
JOHN J. SCHROEDER, VICE PRESIDENT

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that NARENDRA PATEL, NILESH PATEL, and RAJESH PATEL, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for uses and purposes herein set forth.

Given under my official seal, this 15th day of Sept., 2014.



[Signature]
Dec 4th 2016.

My Commission Expires:

STATE OF ILLINOIS
COUNTY OF

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that JOHN J. SCHROEDER, personally known to me to be the VICE PRESIDENT of WEST SUBURBAN BANK, a corporation, appeared before me this day in person and severally acknowledged that as such Vice President he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of September, 2014.

[Signature]
NOTARY PUBLIC

My Commission Expires: 04/21/2018



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EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL #1:

PART OF LOT 3 IN HILLSIDE DEVELOPMENT COMPANY'S SUBDIVISION, A SUBDIVISION OF PART OF THE EAST ONE-HALF OF THE SOUTH WEST ONE-HALF OF THE SOUTH WEST ONE-QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, RECORDED NOVEMBER 13, 1961, AS DOCUMENT 18328096, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 3, THENCE SOUTHEASTERLY ON THE NORTH LINE OF LOT 3, 155.32 FEET, THENCE SOUTH PARALLEL WITH THE EAST LINE OF LOT 3, 265.98 FEET, THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED LINE 145.15 FEET TO THE WEST LINE OF LOT 3, THENCE NORTH ON THE WEST LINE OF LOT 3, 268.24 FEET TO THE PLACE OF BEGINNING.

PARCEL #2:

EASTMENT FOR STORM SEWERS, SANITARY SEWERS AND OTHER UTILITIES, FOR THE BENEFIT OF PARCEL 1 AS ESTABLISHED BY THE GRANT RECORDED NOVEMBER 13, 1961 AS DOCUMENT NUMBER 18328096 ACROSS AND UPON THE FOLLOWING DESCRIBED PROPERTY: THE WEST 7 FEET OF THE SOUTH 125.60 FEET OF LOT 3 IN HILLSIDE DEVELOPMENT COMPANY'S SUBDIVISION AFORESAID (AS MEASURED ON THE WEST LINE OF SAID LOT 3).

COMMON ADDRESS: 4531 W. HARRISON ST., HILLSIDE, IL 60162

PIN: 15-17-301-025-0000 AND 15-17-301-025-0000