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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/22/2015 01:56 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

MILLENNIUM BANK
2077 Miner St.
Des Plaines, IL 60016

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MODIFICATION OF MORTGAGE

84-65-486 JCTI
THIS MODIFICATION OF MORTGAGE dated August 10, 2015, is made and executed between Yam Gas Inc, whose address is 7145 W. Dempster Street, Niles, IL 60714 (referred to below as "Grantor") and MILLENNIUM BANK, whose address is 2077 Miner St., Des Plaines, IL 60016 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 22, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage Dated April 22, 2009 Doc# 09121405039 Recorded 05/01/2009 Assignment of Rent Doc# 0912105040 Recorded 05/01/2009.

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

PARCEL 1:

LOTS 14, 15, 16, 17 AND 18 IN DEMPSTER PARK, A SUBDIVISION OF LOT 4 IN DILG'S SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JULY 1, 1926 AS DOCUMENT NO. 9326564 IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART ACQUIRED FOR ROAD PURPOSES IN CONDEMNATION CASE 65 L 20419 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 18 IN "DEMPSTER PARK" SUBDIVISION AS AFORESAID, BEING ALSO THE POINT OF INTERSECTION OF THE SOUTH LINE OF DEMPSTER STREET (DISTANT, 50.00 FEET SOUTH, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19) WITH THE EAST LINE OF HARLEM AVENUE (DISTANT, 50.00 FEET EAST, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19) TOWNSHIP AND RANGE AS AFORESAID; THENCE EAST ALONG THE NORTH LINE OF LOTS 14, 15, 16, 17 AND 18 IN DEMPSTER PARK SUBDIVISION AS AFORESAID, BEING ALSO THE SOUTH LINE OF DEMPSTER STREET, A DISTANCE OF 125.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 14; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 14, A DISTANCE OF 4.00 FEET TO A POINT; THENCE WEST ALONG A STRAIGHT LINE, PARALLEL WITH SAID SOUTH LINE OF DEMPSTER STREET, A DISTANCE OF 56.03 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG

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A CURVED LINE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 89 DEGREES 09 MINUTES AND TANGENT TO SAID LAST DESCRIBED COURSE, A DISTANCE OF 108.91 FEET TO A POINT OF TANGENCY IN THE EAST LINE OF HARLEM AVENUE, BEING ALSO THE WEST LINE OF SAID LOT 18, (DISTANT 72.98 FEET SOUTH OF THE NORTHWEST CORNER THEREOF); THENCE NORTH ALONG SAID EAST LINE OF HARLEM AVENUE, A DISTANCE OF 72.98 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE NORTH 1/2 OF THE VACATED ALLEY LYING SOUTH OF AND ADJACENT TO PARCEL 1 AS SHOWN ON THE PLAT OF VACATION RECORDED ON JUNE 17, 1960 AS DOCUMENT NUMBER 17885125, IN COOK COUNTY, ILLINOIS.

TAX#s 10-19-100-001; 10-19-100-002; 10-19-100-003; 10-19-100-004; 10-19-100-005;

The Real Property or its address is commonly known as 7145 W. Dempster Street, Niles, IL 60714.

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

Note amount \$551,500, Maturity date 08/10/2040

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations :

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument

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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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 10, 2015.

GRANTOR:

YAM GAS INC

By: 
Nizar Bhayani, President of Yam Gas Inc

By: 
Sadruddin Bhayani, Vice President of Yam Gas Inc

LENDER:

MILLENNIUM BANK

X 
Salil Mishra, Vice President

PROPERTY of Cook County Clerk's Office

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CORPORATE ACKNOWLEDGMENT

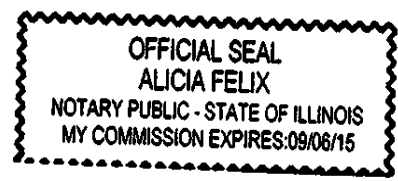
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 10 day of August, 2015 before me, the undersigned Notary Public, personally appeared **Nizar Bhayani, President of Yam Gas Inc and Sadruddin Bhayani, Vice President of Yam Gas Inc**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By [Signature] Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 9/6/15



COUNTY OF COOK County Clerk's Office

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
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) SS
 COUNTY OF COOK)

On this 14 day of August, 2015 before me, the undersigned Notary Public, personally appeared **Sail Mishra** and known to me to be the **Vice President**, authorized agent for **MILLENNIUM BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MILLENNIUM BANK**, duly authorized by **MILLENNIUM 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 **MILLENNIUM BANK**.

By *Alicia Felix* Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 9/6/15

