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## 92325792

DEPT-01 RECORDING 425.50  
 T:1010 TRAM 1726 05/12/92 15:38:00  
 \$6469 + 1G \*--92-325792  
 COOK COUNTY RECORDER

(Space above this line for recording purposes)

### MODIFICATION AGREEMENT to a Mortgage held by BRICKYARD BANK

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is March 23, 1992, and the parties are the following:

**MORTGAGOR OF PROPERTY/BORROWER:**

**MOHAMMED M. NIZAMI**  
 2546 W. DEVON AVE  
 CHICAGO, ILLINOIS 60659  
 Social Security # 338-58-6089  
 HUSBAND OF AMEER M. NIZAMI

**AMEER M. NIZAMI**  
 4940 CHURCH ST.  
 SKOKIE, IL 60077  
 Social Security # 358-58- 14  
 WIFE OF MOHAMMED M. NIZAMI

**RAEES I. NIZAMI**  
 2546 W. DEVON AVE.  
 CHICAGO, IL 60659  
 HUSBAND OF NAJEEBA NIZAMI

**CHAND INTERNATIONAL**  
 an ILLINOIS corporation  
 2546 W. DEVON AVE.  
 CHICAGO, IL 60659

**BANK.**

**BRICKYARD BANK**  
 an ILLINOIS banking corporation  
 6678 North Lincoln Ave.  
 Lincolnwood, Illinois 60465-3831  
 Tax I.D. # 38-2993012  
 (as Mortgagee)

2. **BACKGROUND.** Borrower executed a promissory note payable to the order of Bank dated October 21, 1991, (Note) evidencing a loan (Loan) which Note is further described as follows: Note number 57981550, in the principal amount of \$98,000.00, and payable on demand, but if no demand is made, on October 21, 1994. As of the date of this Agreement, the principal balance on the Note is \$98,000.00 and the accrued interest is \$2,849.33. The total amount currently due on the Note is \$98,849.33. Borrower and Bank hereby agree to modify the Note on the following terms contained in this Agreement

3. **SECURITY** This Agreement is secured by the following type(s) (or items) of property (Collateral):

**Equipment**  
**Real Estate - 1723 WEST 35TH STREET, CHICAGO, IL.**

which includes (but is not limited to) the following described property:

ALL FURNITURE, FIXTURES, EQUIPMENT AND CHATTELS OF EVERY KIND USED IN THE DEBTORS BUSINESS LOCATED AT 1155 W. 89TH STREET, CHICAGO, IL. DBA KLEAN WAY, 3643 W. 83RD PLACE, CHICAGO, IL. DBA MODERN WAY, 3335 W. 5TH AVENUE, CHICAGO, IL. DBA KLEAN WAY, OR ANY OTHER LOCATION OWNED OR HEREAFTER ACQUIRED AND ALL ADITIONS SUBSTITUTIONS, REPLACEMENTS, ATTACHMENTS AND ACCESSIONS THERETO OF EVERY KIND AND CHARACTER.

25-50

The real property portion of the Collateral includes the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

UNOFFICIAL COPY

(Corporate seal may be affixed, but failure to affix shall not affect validity or enforce.)

ATTEST:

CONNIE GRIFFIN - LOAN OFFICER

*[Signature]*

(Corporate Seal)

BRICKYARD BANK  
an ILLINOIS banking corporation

BANK:

APPROVED: March 23, 1992

(Corporate seal may be affixed, but failure to affix shall not affect validity or enforce.)

ATTEST:

AMEER M. NIZAMI - VICE PRESIDENT

*[Signature]*

AMEER M. NIZAMI - PRESIDENT

*[Signature]*

By:

(Corporate Seal)

CHAND INTERNATIONAL  
an ILLINOIS corporation

RAEES M. NIZAMI

*[Signature]*

AMEER M. NIZAMI

*[Signature]*

MOHAMMED M. NIZAMI

*[Signature]*

BORROWER:

7 RECEIPT OF COPY. Borrower acknowledges receiving a copy of this Agreement.

6. CONTINUATION OF ALL OTHER TERMS AND CONDITIONS. All other terms and conditions of this Loan contained in the loan documents, not specifically referred to and modified herein continue in full force and effect.

C. that the Property is subject to no outstanding liens or other encumbrances.

B. that Mortgage has good and marketable title to all of the Property; and

A. that the Mortgage liens described herein and granted to BRICKYARD BANK are subordinate to no other lien or interest;

5. COVENANTS AND WARRANTIES BY MORTGAGOR. Mortgagor affirmatively represents, warrants and covenants:

secured by the Property pursuant to the terms of the Mortgage.

Borrower has received an additional loan in the principal amount of \$88,133.40. Said additional loan is evidenced by a separate Note (Note) dated March 23, 1992, and to be fully repaid on demand or before May 23, 1992. Said Note is

4. MODIFICATION. The terms and conditions of the loan (Loan) are hereby modified to read as follows:

The term "Collateral" further includes, but is not limited to, the following property, whether now owned or hereafter acquired, and whether or not held by a bailee for the benefit of the Owner or owners, all: accessories, accessories, additions, cash, fittings, fittings, increases, insurance benefits and proceeds, parts, products, profits, renewals, rents, replacements, special tools and substitutions, together with all books and records pertaining to the Collateral and access to the equipment containing such books and records including computer stored information and all software relating thereto, plus all cash and non-cash proceeds and all proceeds of proceeds arising from the type(s) (types) of property listed above.

The Property may be commonly referred to as 1723 W. 35TH STREET, CHICAGO, ILLINOIS

LOTS 10 AND 11 IN BLOCK 1 IN BLOOM'S SUBDIVISION OF THE NORTH 1/2 (EXCEPT THE SOUTH 16 1/2 FEET THEREOF) OF BLOCK 22 IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PERMANENT TAX NUMBERS 17-31-405-001-0000 & 17-31-405-002-0000.

6252326

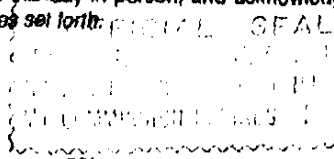
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STATE OF ILLINOIS

ss:

COUNTY OF COOK

On this 23rd day of March, 1992, Toni M. Constantine, a notary public, certify that MOHAMMED M. NIZAMI, HUSBAND OF AMEER M. NIZAMI, 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/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.  
My commission expires:

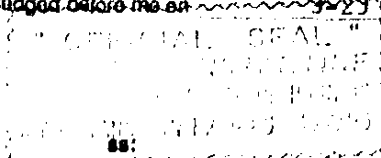


*Toni M. Constantine*  
NOTARY PUBLIC

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me on 3-23-92, 19 92, by AMEER M. NIZAMI.  
My commission expires:

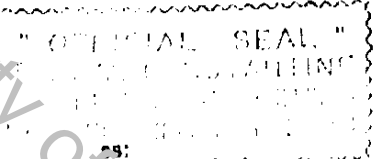


*Toni M. Constantine*  
NOTARY PUBLIC

STATE OF ILLINOIS

COUNTY OF COOK

On this 23rd day of March, 1992, Toni M. Constantine, a notary public, certify that RAEES I. NIZAMI, HUSBAND OF NAJEBA NIZAMI, 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/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.  
My commission expires:

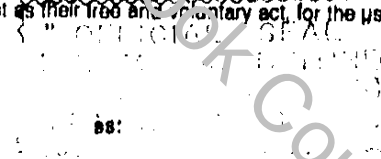


*Toni M. Constantine*  
NOTARY PUBLIC

STATE OF ILLINOIS

COUNTY OF COOK

On this 23rd day of March, 1992, Toni M. Constantine, a notary public, certify that AMEER M. NIZAMI - PRESIDENT and RAEES I. NIZAMI - VICE PRESIDENT of CHAND INTERNATIONAL, an ILLINOIS corporation, 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 they signed and delivered the instrument as their free and voluntary act, for the uses and purposes set forth.  
My commission expires:

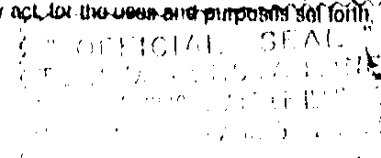


*Toni M. Constantine*  
NOTARY PUBLIC

STATE OF ILLINOIS

COUNTY OF COOK

On this 23rd day of March, 1992, Toni M. Constantine, a notary public, certify that CONNIE GRIFFIN - LOAN OFFICER, of BRICKYARD BANK, an ILLINOIS banking corporation, 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/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.  
My commission expires:



*Toni M. Constantine*  
NOTARY PUBLIC

This document was prepared by BRICKYARD BANK, 6676 North Lincoln Ave., Lincolnwood, Illinois 60465-3631.

Please return this document after recording to BRICKYARD BANK, 6676 North Lincoln Ave., Lincolnwood, Illinois 60465-3631.

THIS IS THE LAST PAGE OF A 3 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

9232579