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**RECORDATION REQUESTED BY:**

BRICKYARD BANK  
6676 N. LINCOLN AVENUE  
LINCOLNWOOD, IL 60645-3631

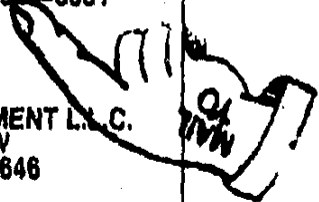
**WHEN RECORDED MAIL TO:**

BRICKYARD BANK  
6676 N. LINCOLN AVENUE  
LINCOLNWOOD, IL 60645-3631

95713822

**SEND TAX NOTICES TO:**

AM REALTY MANAGEMENT L.L.C.  
6734 N. LONGMEADOW  
LINCOLNWOOD, IL 60646



DEPT-01 RECORDING \$25.50  
T57777 TRAN 1429 10/19/95 13:58:00  
49476 \$ SK \*--95-713822  
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: BRICKYARD BANK  
8676 N. LINCOLN AVE.  
LINCOLNWOOD, IL 60645-3631

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 29, 1995, BETWEEN AM REALTY MANAGEMENT L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, (referred to below as "Grantor"), whose address is 6734 N. LONGMEADOW, LINCOLNWOOD, IL 60646; and BRICKYARD BANK (referred to below as "Lender"), whose address is 8676 N. LINCOLN AVENUE, LINCOLNWOOD, IL 60645-3631.

MORTGAGE. Grantor and Lender have entered into a mortgage (dated February 28, 1995 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED MARCH 2, 1995 AS DOCUMENT NUMBER 95307297 MADE BY A.M. REALTY MANAGEMENT CO. TO BRICKYARD BANK TO SECURE A NOTE IN THE PRINCIPAL AMOUNT OF \$350,000.00; AS MODIFIED BY LOAN ASSUMPTION AND MODIFICATION AGREEMENT DATED APRIL 7, 1995, AND RECORDED MAY 18, 1995, AS DOCUMENT NUMBER 95317044, AND RE-RECORDED JUNE 20, 1995, AS DOCUMENT NUMBER 95397230, CONSENTING IN WRITING, ALIA, TO THE CONVEYANCE TO AM REALTY MANAGEMENT L.L.C. AND MODIFYING THE PRINCIPAL AMOUNT OF SAID LOAN TO THE SUM OF \$500,000.00; AND AS FURTHER MODIFIED BY MODIFICATION OF MORTGAGE DATED MARCH 31, 1995, AND RECORDED AS DOCUMENT NUMBER 95317046, TO SECURE AN ADDITIONAL LOAN FOR \$150,000.00; AND AS FURTHER MODIFIED BY MODIFICATION OF MORTGAGE DATED AUGUST 21, 1995 AND RECORDED AUGUST 28, 1995 AS DOCUMENT 95569938 TO SECURE AN ADDITIONAL LOAN FOR \$100,000.00.

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

PARCEL 1: THE NORTH 125 FEET OF THAT PART SOUTH OF THE SOUTH LINE OF PRATT AVENUE OF THE EAST 84 FEET OF THAT PART WEST OF THE WEST LINE OF ASHLAND AVENUE OF LOT 1 IN THE SUBDIVISION OF THAT PART LYING EAST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP THEREOF RECORDED MAY 9, 1872 IN BOOK 1 OF PLATS, PAGE 60. PARCEL 2: THE EAST 34 FEET OF LOT 1 MANN'S ADDITION TO ROGERS PARK, BEING A SUBDIVISION IN THE NORTH ONE THIRD (1/3) OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF CLARK STREET, ALL IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6746-50 NORTH ASHLAND, CHICAGO, IL 60626. The Real Property tax identification number is 11-31-408-007 & 11-31-408-008.

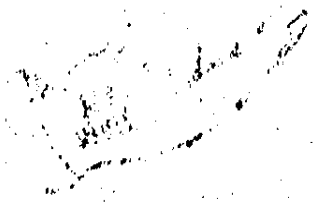
MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

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\$ 25.50  
95713822

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## MODIFICATION OF MORTGAGE

Page 2

(Continued)

GRANTOR HAS RECEIVED AN ADDITIONAL LOAN IN THE PRINCIPAL AMOUNT OF \$100,000.00. SAID ADDITIONAL LOAN IS EVIDENCED BY A SEPERATE PROMISSORY NOTE (NOTE) DATED SEPTEMBER 29, 1995 AND TO BE FULLY REPAYED ON OR BEFORE DECEMBER 30, 1995. SAID NOTE IS SECURED BY THE PROPERTY PURSUANT TO THE TERMS OF THE MORTGAGE..

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

AM REALTY MANAGEMENT L.L.C.

By: 

MICHAEL LOYFMAN, Member

By: 

ALEX LOYFMAN, Member

LENDER:

BRICKYARD BANK

By: 

Authorized Officer

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09-29-1995

## MODIFICATION OF MORTGAGE (Continued)

Page 3

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )

) ss

COUNTY OF Cook )

On this 29th day of September, 19 95, before me, the undersigned Notary Public, personally appeared **MICHAEL LOYFMAN, Member of AM REALTY MANAGEMENT L.L.C.;** and **ALEX LOYFMAN, Member of AM REALTY MANAGEMENT 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 Mary Ann Miller

Residing at 6676 N. Lincoln Ave., Lincolnwood, IL

Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF Cook )

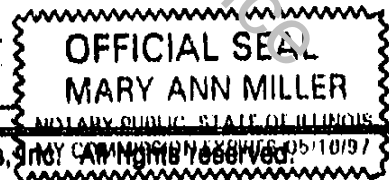
On this 29th day of September, 19 95, before me, the undersigned Notary Public, personally appeared Connie Griffin and known to me to be the Brickyard Bank Loan Officer, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By Mary Ann Miller

Residing at 6676 N. Lincoln Ave., Lincolnwood, IL

Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_



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