



# Mortgage Modification Agreement

73-88-151 J (1) ALL LD

AGREEMENT dated as of September 1, 1997 between Bank of Evanston, N.A.  
Bank One, Illinois, NA f/k/a First Illinois, not personally, but as Trustee under Trust Agreement dated  
January 30, 1990 and known as Trust No. R-3695  
 and \_\_\_\_\_  
 a \_\_\_\_\_ corporation,  
 \_\_\_\_\_  
 \_\_\_\_\_ a \_\_\_\_\_ general partnership or joint venture,  
 \_\_\_\_\_ limited partnership,  
 d/b/a \_\_\_\_\_  
 ("Mortgagor"); Bank One, Illinois, NA ("Bank"); and  
Cameel Halim  
 ("Guarantor" or "Guarantors").

## RECITALS

- A. Mortgagor is indebted to Bank in the principal sum of One Million Two Hundred Thousand and 00/100  
 as evidenced by a Mortgage Note ("Note") dated as of May 2, 1990, which Note is secured in part by  
 a Mortgage ("Mortgage"),  
 and Assignment of Rents applicable to the property commonly known as 6200-6242 N. Hoyne, Chicago, IL,  
 legally described on Exhibit A attached hereto, which document(s) was/were recorded with the Cook  
 County Recorder of Deeds as Document Number(s) 90240217 (and 90240216  
 respectively) on May 23, 1990.
- B. Said Note is also secured by the Guaranty of Payment and Performance dated as of May 2, 1990,  
 executed by the Guarantor(s).
- C. Mortgagor (and Guarantor(s)) has/have requested  
 an additional loan in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
 an extension of the maturity date of the Note from September 1, 1997 to March 5, 1998
- D. Bank is willing to grant such request pursuant to the terms and provisions of this Agreement and the Promissory Note dated  
September 1, 1997 in the principal sum of One Million One Hundred Dollars (\$ 1,107,019.30)  
 which bears interest due and payable at the rate specified therein ("Replacement Note"). Seven Thousand Nineteen and  
30/100

## AGREEMENTS

NOW THEREFORE, in consideration of the above Recitals, the parties hereto do hereby acknowledge and agree as follows:

- Mortgagor (and Guarantor(s)) does/do hereby acknowledge that the Mortgage ( Assignment of Rents), ( Guaranty) and other applicable Security Documents are in full force and effect.
- The Mortgage ( Assignment of Rents) and other Security Documents are hereby modified to provide that such instruments continue as collateral security for repayment of the Replacement Note.
- Guarantor(s) do/does hereby reaffirm and ratify the Guaranty.

- 4. In all other respects, the Mortgage (Assignment of Rents) and other applicable Security Documents are hereby ratified and reaffirmed.
- 5. In the event the Mortgagor executing this Agreement is an Illinois land trust, this Agreement is executed by the Mortgagor, not personally, but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and the Mortgagor hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Replacement Note shall be construed as creating any liability on the Mortgagor personally to pay the Replacement Note or any interest, late charge or premium that may accrue thereon, or any indebtedness secured by this Agreement or the security documents referred to herein, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Bank and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is personally concerned, the legal holder or holders of the Note or Replacement Note and owner or owners of any indebtedness secured hereby shall look solely to the Premises and Collateral referred to herein and to any other security given at any time to secure the payment thereof.

Dated at Chicago, Illinois as of the date first above written.

MORTGAGOR:

<input type="checkbox"/> Partnership/Joint Venture: a _____ (partnership) (joint venture) By: _____ Its: _____ EXONERATION PROVISION RESTRICTING ANY LIABILITY OF BANK ON ILLINOIS, NA HERETO IS HEREBY EXPRESSLY MADE A PART HEREOF.	<input type="checkbox"/> Land Trust: First Illinois Bank of Evanston, Bank One, Illinois, N.A. f/k/a as Trustee under Agreement dated January 30, 1990 and known as Trust No. R-3695, and not personally By: _____ Its: _____
<input type="checkbox"/> Corporation: a _____ Corporation By: _____ Its: _____	<input type="checkbox"/> Individual: _____ By: _____ Its: _____

SEE SIGNATURE PAGE ATTACHED

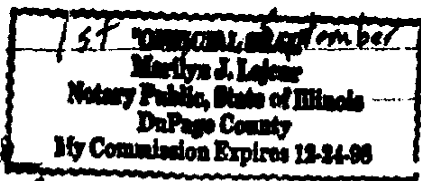
BANK:  
 Bank One, Illinois, N.A.  
 By: Michael J. Melind  
 Its: Assistant Vice President

GUARANTORS:  
Cameel Halim  
 Cameel Halim

STATE OF ILLINOIS  
COUNTY OF Cook

I, The undersigned  
CAMEEL HALIM, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ 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 she/he/they signed, sealed and delivered the said instrument as her/his/their free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 97.

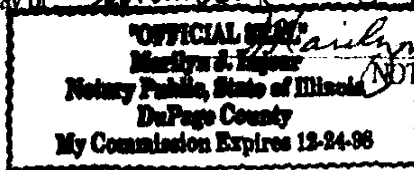


Marilyn J. Lajour  
 NOTARY PUBLIC

STATE OF ILLINOIS  
COUNTY OF Cook

I, The undersigned  
MICHAEL MELIND, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ 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 she/he/they signed, sealed and delivered the said instrument as her/his/their free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth.

Given under my hand and seal this 1st day of September, 19 97.



Document Prepared By  
 and to be Returned to:  
Michael J. Melind  
Bank One, Illinois, N.A.  
200 S. Wacker Drive  
Chicago IL 60606

RIDER

It is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that all of the representations, covenants, undertakings, warranties, indemnities, and agreements herein made on the part of the Trustee while in form purporting to be on the part of said Trustee are nevertheless made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are intended for the purpose of binding only the trust property, described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against BANK ONE, Illinois, NA under said Trust Agreement, on account of this instrument or on account of any representations, covenants, undertakings, warranties, indemnities or agreements of said Trustee in this instrument, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties to this instrument and by all parties claiming by, through, or under them.

Bank One, Illinois, NA f/k/a  
First Illinois Bank of  
Evanston, NA  
not personally, but as Trustee  
under Trust No. R-3695

Attest: Liana Griffin  
PRO SECRETARY

By: [Signature]  
CLIENT SERVICES OFFICER

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 the persons whose names are subscribed to this document are personally known to me to be duly authorized officers of Bank One, Illinois, NA and that they appeared before me this day in person and severally acknowledged that they signed and delivered this document in writing as duly authorized officers of said Corporation and caused the Corporate Seal to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 3rd day of November, 1997.

[Signature]  
Notary Public

My Commission expires \_\_\_\_\_

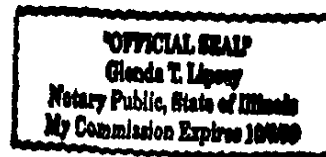


EXHIBIT "A"

THE EAST 20 RODS OF THE NORTH ½ OF THE WEST ½ OF THE EAST ½ OF THE NORTH WEST ¼ OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 829.05 FEET THEREOF AND EXCEPT STREET) IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 6200-6242 NORTH HOYNE  
CHICAGO, ILLINOIS

TAX I.D. NUMBER: 14-06-110-037-0000

Mail To: Bank One Illinois, NA  
Commercial Real Estate Division  
IL 1 7520  
200 South Wacker Drive  
Chicago, Ill 60606-5802  
Attn: Jerry Vyl