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2000-08-15 11:39:03  
Cook County Recorder 25.00

**RECORDATION REQUESTED BY:**

Labe Bank  
4343 N. Elston Ave.  
Chicago, IL 60641



**WHEN RECORDED MAIL TO:**

Labe Bank  
4343 N. Elston Ave.  
Chicago, IL 60641

H2003444092C  
Property of Cook County Clerk's Office

FOR RECORDER'S USE ONLY

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J.

**This Modification of Mortgage prepared by:**

Mary Makhoulf  
4343 N. Elston Ave  
Chicago, IL 60641

Loan#0112000894

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated June 1, 2000, is made and executed between Penguin Development Corporation (referred to below as "Grantor") and Labe Bank, whose address is 4343 N. Elston Ave., Chicago, IL 60641 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 22, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**MORTGAGE RECORDED JANUARY 04, 2000 IN THE COOK COUNTY RECORDER OF DEED.**

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

Lot 8 in McCormick Park Subdivision of Lots 3 and 4 in Circuit Court partition of the Northwest 1/4 of the Northwest 1/4 of Section 13, Township 41 North, Range 13, East of the Third Principal Meridian (except right of way of Sanitary District Canal) in Cook County, Illinois.

The Real Property or its address is commonly known as 2223 Foster Avenue, Evanston, IL 60201. The Real Property tax identification number is 10-13-106-009-0000.

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

**EXTEND THE MATURITY DATE TO SEPTEMBER 01, 2000 FROM JUNE 01, 2000.**

**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

**BOX 333-CTJ**

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## MODIFICATION OF MORTGAGE (Continued)

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 1, 2000.

GRANTOR:

PENGUIN DEVELOPMENT CORPORATION

By: *Dominic McCallister*  
Authorized Signer

By: *Seaher Lopez* *Secy*  
Authorized Signer

LENDER:

X \_\_\_\_\_  
Authorized Signer

Subscribed and sworn to before me

this 27 day of July 2000  
at Chicago, County of Cook, State of Illinois.

Notary Public: *Odila Hendricks*



CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

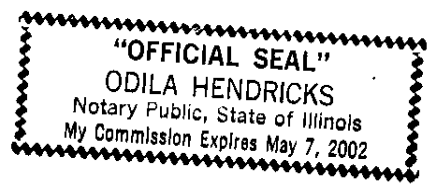
On this 27 day of July 2002 before me, the undersigned Notary Public, personally appeared DORING Mc CALLA & SEABERT LOPEZ

, and known to me to be (an) authorized agent(s) of the corporation that executed the and acknowledged the 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 he or she/they is/are authorized to execute this, and in fact executed the on behalf of the corporation.

By Odila Hendricks Residing at 1660 W Howard

Notary Public in and for the State of ILLINOIS

My commission expires MAY 7, 2002



County Clerk's Office